UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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BROADVISION, INC.,

:   Index No. 08-CV-1478 (Judge
     Miriam G. Cederbaum)
:

                 Plaintiff,

:   ECF Case

         -against-

:

GENERAL ELECTRIC COMPANY and THE
MEDICAL PROTECTIVE COMPANY,

:   **DECLARATION OF
ROBERT PENCHINA**
:

               Defendants.

:

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Robert Penchina, pursuant to 28 U.S.C. § 1746, states as follows:

1.   I am a member of the law firm of Levine Sullivan Koch & Schulz, L.L.P., counsel for General Electric Company ("GE") in the above-captioned action. I respectfully submit this Declaration in support of GE's Motion to Dismiss.

2.   Attached hereto as Exhibit A is a true and correct copy of the Master License Agreement between GE and BroadVision, Inc., dated November 16, 1999.

3.   Attached hereto as Exhibit B is a true and correct copy of the Master Software License and Services Agreement between The Medical Protective Company, Inc. and BroadVision, Inc., dated September 30, 2005, which has been redacted to omit prices.

4.   Attached hereto as Exhibit C is a true and correct copy of the Certificate of Existence of The Medical Protective Company, obtained from the State of Indiana, Office of the Secretary of State.

5.   Attached hereto as Exhibit D is a true and correct copy of the Corporation Division Certificate of Amendment for Employers Reinsurance Corporation, obtained from the Office of the Secretary of State of the State of Missouri.

Executed March 11, 2008.

_____
Robert Penchina

EXHIBIT A

MASTER
LICENSE AGREEMENT

THIS MASTER LICENSE AGREEMENT (hereinafter "**Agreement**") dated as of November *16*, 1999 ("**Effective Date**") between General Electric Company, a corporation organized and existing under the laws of the State of New York (hereinafter "**GE**" or "**Licensee**") and BroadVision, Inc. a corporation organized and existing under the laws of the State of Delaware (hereinafter "**Licensor**").

WITNESSETH

WHEREAS, Licensor desires to grant to GE and GE desires to acquire from Licensor non-exclusive right(s) and license(s) to use certain computer software under the conditions set forth in this Agreement and subject to discounts hereunder defined;

WHEREAS, the provisions of this Agreement shall apply to Software provided to Licensee, globally, under this Agreement; and

WHEREAS, GE and Licensor each represents that it is able to comply with and otherwise satisfy the conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto agree as follows:

1.0   DEFINITIONS
The following terms shall have the meaning set forth below:

- *"**Computer(s)**"* shall mean all computers of any of the following types owned, leased, rented or controlled by GE and/or its Affiliates: (i) any computer including but not limited to personal, midrange, mainframe, server or other computers as these terms are commonly understood in the industry; or (ii) personal digital assistant.

- *"**Documentation**"* shall mean the instructions and/or end-user manuals that describe installation, use, and/or operation of the Software.

- *"**Enterprise License**"* shall mean the license grant which allows any end-user, including Users and Third Parties, to access and use the Software, <u>without limitation</u> as to the number of end-users who may concurrently access and use the Software. As such, the Enterprise License shall grant access and use to an unlimited number of simultaneous users, with no limitation on the number of copies which may be made by GE of the Software, including Manager Licenses, in order to achieve unlimited access and use of the Software.

- *"**GE**"* shall mean all General Electric components, subsidiaries, affiliates, and joint-venture partners worldwide under the common control of GE.

- *"**GE Business**"* shall mean an individual operating business or division of GE, which operating divisions at the time of this Agreement include: GE Aircraft Engines, GE Appliances, GE Capital Services, GE Industrial Systems, GE Information Services, GE Lighting, GE Medical Systems, GE Motors, GE Plastics, GE Supply, GE Transportation Systems, NBC and GE Corporate (which includes GE Corporate Research & Development, and all other Corporate and support components which components provide, among other things, international trade support, market development, licensing and investments for various GE businesses).

- *"License Type"* shall mean Designated Computer License, Simultaneous User License, Named User License, Manager License, and/or Enterprise License as specified in an Product Order Form individually or in any combination.

- *"Manager License"* shall mean the license grant which allows access and use of those portions of Software designated as "manager software", which software is commonly resident on a server, and which software provides services to licensed client end-users.

- *"Named User License"* shall mean the license grant which allows specified end-users to access and use the Software. Only such specified end-users may access and use the Software.

- *"Network"* shall mean an aggregation of devices, any of which may perform the functions of computation, data storage, and/or data communications, and which are interconnected by cable or wireless communications means so as to permit the passage of machine-readable information among two or more such devices; Network shall include without limitation any publicly accessible communications systems capable of data and/or voice communications which systems may be generally known as the Internet, the World Wide Web, or other designation.

- *"Operational"* shall mean, under the Enterprise License, for the Software installations, only those server installations of Software which are deployed for operational ("production") use in support of GE and only such Operational Software shall be subject to optional, annual Program Upgrades and/or technical support fees under the Agreement.

- *"Non-Production Use"* shall mean any use or installation of the Software for failover, disaster recovery, development, staging, technology integration, testing, and/or other such purposes, whether by GE or by third parties acting strictly on behalf of GE. GE shall not be subject to any requirement by Licensor to pay software update or technical support fees on a per use or installation basis, provided that there shall be a requirement that such Fees shall be applicable to at least one instance of an Operational deployment in cases where a GE Business is undertaking any such Non-Production Use or installation of the Software and does not yet otherwise have an Operational deployment in place and GE seeks the benefit of software updates and/or technical support services.

- *"Product Order Form"* shall mean a purchase order in the form of Schedule A issued to Licensor by GE with a specific reference to this Agreement.

- *"Program Upgrade"* shall mean a successor version of a given Software whether the successor version is characterized as a change in the one's, tenth's, hundredth's, or after hundredth's digit of the Software version number, or by such other means, and which successor version if generally available incorporates corrections, upgrades and/or enhancements to the Software, whether or not such corrections, upgrades and/or enhancements are marketed separately by Licensor. Program Upgrades shall include, for example, migration from 32-bit Software to 64-bit Software, and migration from one platform generation to the next generation. Program Upgrades shall further include the migration by Licensor of Software from one localized language (e.g.: U.S. English) to any other localized language (e.g.: German) to the extent that Licensor has made such migration available to other licensed users of the Software(s). Program Upgrades shall further include, but not be limited to, such new releases of functionality (whether marketed separately or as part of a more comprehensive release) as outlined on Schedule B of this Agreement. For an operating system based Software, in the event GE desires to migrate from UNIX to NT, GE shall have the ability to migrate such a Software at no charge provided the application upon which the Software is installed is migrated to another operating system. There shall be no new warranty period on the new Software. If Licensor removes a feature or function from a Software that existed as of the Effective Date of this Agreement, or which resulted from a Program Upgrade during the term of this Agreement, and Licensor then distributes the removed feature or function as a stand-alone or

other product, then such new stand alone product shall be deemed to be a Program Upgrade for purposes of this Agreement.

- *"__Simultaneous User License__"* shall mean the license grant which allows any end-user to access and use the Software, provided that for each Simultaneous User License, no more than one end-user may access and use the Software at the same instance in time. Simultaneous User Licenses allow non-specific end-users to concurrently access and use the Software such that, at any one instance in time, the maximum number of clients accessing and using the Software shall be equal to the aggregate number of Simultaneous User Licenses.
- *"__Site__"* shall mean one or more buildings or portion(s) thereof that are located within an area defined by a ten mile-radius, and are i) used in the conduct of GE business, and ii) are under common management control within GE's organizational structure.
- *"__Software__"* shall mean, as of the Effective Date of this Agreement, a product designated as BroadVision One-To-One which includes enterprise development systems, application development systems, two application development systems, and three application development systems, including all related materials, documents, information and modifications thereof, and received by GE from Licensor pursuant to this Agreement.
- *"__Third Parties__"* shall mean agents, contractors, customers and suppliers of GE.
- *"__Users__"* shall mean any individual who is an employee, agent, or consultant of GE.

2.0   SCOPE OF THIS AGREEMENT

This Agreement shall apply to GE wherever situated, and Software may be used by GE and its officers and employees engaged in work on behalf of GE, whether on or off premises, worldwide. This Agreement shall also apply to Third Parties provided that such Third Parties have entered into a written agreement that i) any such Software accessed or utilized by a Third Party of GE is executed only on equipment operated under the control of GE and in accordance with the terms of the licenses granted in this Agreement, and ii) such written agreement restricts such Third Party's access and/or utilization of such Software to activities related to business between GE and such Third Party and/or utilization of such Software activities related to either business between GE and such Third Party and/or in conjunction with services being provided to GE by such Third Party for GE's benefit. Notwithstanding, Software may also be accessed and utilized by any end user in the world for purposes of obtaining application services by the Software and such access shall not be subject to the written agreement requirement set forth in this Section 2.0.

3.0   LICENSE GRANT

3.1   Use

In consideration of payment to be made by GE to Licensor pursuant to Schedule A of this Agreement, Licensor grants and agrees to grant GE a non-exclusive perpetual, non-transferable (except as set forth in this Agreement), worldwide license(s) to use and/or reproduce Software on Computers and Networks under the terms of this Agreement. This license also grants GE the right to install and use Software on Computers and Networks, in support of GE's computer services outsourcing business, provided that the parties agree on pricing focused specifically on such hosting business when the contemplated use is solely for hosting and not in conjunction with the provision of services by GEIS to the GE Businesses. However, this license does not grant GE the right to distribute, resell, or sublicense Software to any third parties. For example, GE Information Systems ("GEIS") may use Software within its hosting business (subject to the above pricing agreement which such pricing agreement shall be comparable to other agreements that Licensor has entered into with other ASP's), however, GEIS cannot distribute, resell or sublicense the Software to third party entities under this license.

3.2   Reproduction License

Licensor hereby grants and agrees to grant to GE a non-exclusive license to reproduce and install under the terms of this Agreement the Software as specified in each Product Order Form. GE shall have the right to reproduce and install such Software worldwide on Computers and Networks. GE shall additionally have the right to reproduce and install copies of the appropriate Software on Computer(s) located in the home(s) of, and/or carried and used on a portable basis by, employees of GE, provided that any such employee uses such Software on such home or portable Computer only in fulfillment of GE employment duties.

3.3   Temporary Transfer and Use of Software

GE may temporarily transfer Software to a Computer(s) other than those originally designated on the applicable Software Order Form in the event of inoperability of the original Computer(s), or for purposes of disaster recovery testing. GE may temporarily use any Software on Computer(s) and/or Network(s) in addition to those specified in the applicable Product Order Form for purposes of testing as part of any GE program to consolidate computer or network operations, provided that any such instance of usage on additional equipment does not exceed one hundred twenty (120) days.

3.4   Divestiture License Transfers

GE may assign the Software solely in connection with the sale of all or substantially all of the assets of a GE Business, provided that: i) GE may only assign the number of copies of Software deployed in the GE Business at the date of divestiture (i.e., the right to continued unlimited deployment pursuant to this Agreement shall not continue), ii) such assignee agrees in writing to the terms and conditions of this Agreement as such applies to the Software being assigned, and iii) such entity must sign an agreement with Licensor to cover continued deployment of Software. Except for the foregoing, GE may not assign or otherwise transfer the Software without the prior written consent of Licensor.

3.5   Prohibited Uses

GE may not (a) rent, lease, or loan the Software; (b) use run-time versions of third-party products embedded in the Software, if any, for any use other than the intended use of the Software; (c) disassemble, decompile, or reverse engineer the Software; (d) transfer possession of any copy of the Software to another party, except as expressly permitted herein; or (e) use the Software in any way not expressly provided for in this Agreement. There are no implied licenses. GE agrees not to exceed the scope of the licenses granted herein.
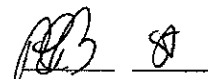
3.6   Permanent License Transfers

GE may permanently transfer to any GE Business and/or any GE Site Software to Computer(s) and/or Network(s) other than those originally designated on the applicable Product Order Form provided: the Software remains subject to this Agreement, the use limits and/or deployment relationship of Computer(s) and/or Network(s) originally specified in such Product Order Form is maintained, and upon request by Licensor the identity of the new Computer(s) and/or Network(s) is furnished by Licensee.

3.7   Back-up Copies

GE may make copies of Software for back-up or archival purposes. GE shall reproduce and include original copyright and trademark notices, claims of confidentiality, or trade secrets on all back-up or archival copies.

3.8   Extension of License Rights

At the sole option and discretion of GE, upon written notice thereof to Licensor, the provisions of this Agreement shall supersede the provisions of any other agreement in effect as of the Effective Date of this Agreement between GE and i) Licensor, or ii) any other licensor of software products

which other licensor subsequent to the Effective Date of this Agreement is either acquired as a business entity by Licensor or grants marketing rights to Licensor for such software products.

4.0   OWNERSHIP

Licenses granted under the provisions of this Agreement do not constitute a sale of the Software. Licensor retains title and ownership of the Software. No rights are granted other than those explicitly set forth in this Agreement.

5.0   PROTECTION AND SECURITY OF SOFTWARE

Title to all confidential information furnished under this Agreement to either party, which information is i) in writing and ii) clearly marked as confidential (except that the Software shall be considered Licensor's confidential information whether it is so marked or not), and all rights in patents and copyrights applicable thereto, shall, if previously vested, remain vested in the furnishing party. The receiving party will use the same degree of care to prevent disclosure to others as the receiving party uses in respect to similar confidential information of its own. If the receiving party wishes to disclose any confidential information of the furnishing party, to a third party for the purpose of providing services to such third party, the receiving party shall first obtain written approval from the furnishing party. The receiving party shall incur no obligation hereunder with respect to any information furnished under this Agreement which:

a)   Does not bear a notice in the English language, on the medium containing such information, identifying such information as confidential and proprietary to the furnishing party,

b)   Is in its possession prior to receipt from the furnishing party,

c)   Is or becomes generally available to the public otherwise than through the fault of the receiving party,

d)   Is legally disclosed to the receiving party by a third party without notice of any restriction on further disclosure, or

e)   Is independently developed by the receiving party.

Any obligations of the receiving party under this Section 5.0 with respect to a specific item of information shall terminate not later than five (5) years after date of first receipt thereof.

6.0   PROPRIETARY RIGHTS INDEMNIFICATION

Licensor represents and warrants that it is the sole owner of the Software, or has procured the Software under valid licenses from the owners thereof, and Licensor further represents and warrants that it has full power and authority to grant the rights herein granted without the consent of any other person. Licensor shall indemnify and hold GE harmless against and shall handle and defend against any claim, suit, or other proceeding brought against GE based on an allegation that the Software or any elements thereof, or the use of any Software furnished by Licensor pursuant to this Agreement constitutes a violation or infringement of any patent, copyright, trade secret, or other proprietary information right provided that Licensor is notified promptly in writing of such allegation, suit, or proceeding and given full and complete authority, information and assistance (at Licensor's expense) for the defense of same. Licensor shall pay without limitation all damages and costs incurred by GE with respect to such suits or proceedings. Licensor's obligations under this section are conditioned upon Licensor having sole control of any such action, and upon GE notifying Licensor immediately in writing of the claim and giving authority, information, and assistance necessary to settle or defend such claim. If such Software is held by a court of competent jurisdiction to constitute infringement, and its use is enjoined, Licensor shall, at its own expense without limitation, either promptly procure the right for continued use of such Software by

GE, or, if the performance thereof will not thereby be materially adversely affected promptly replace or modify such product(s) so that it becomes non-infringing. If none of the actions specified for Licensor in the preceding sentence is commercially feasible, then as a last resort, Licensor shall accept return of such Software and refund to GE all fees paid by GE for such Software, plus any unused maintenance fees paid for the Software and any costs incurred by GE in the removal of such Software and installation of alternative products

Licensor has no liability for any claim arising out of or related to (i) a modification of the Software by anyone other than Licensor without Licensor's prior written consent where, but for such modification, there would be no infringement; (ii) a combination of the Software with any third party software or hardware where such combination is the cause of such infringement; or (iii) the use of a version of Software other than the then-current version if infringement would have been avoided with the use of the then-current version, provided Licensor notifies GE that a current version will be released to correct known infringing functionality and GE shall have the option to receive such release at no charge. The rights granted to GE under this Section 6.0 shall be GE's sole and exclusive remedy for any alleged infringement of any patent, copyright, trade secret or other proprietary rights except where the alleged infringement of any such right is asserted by GE to be an infringement of a GE right, the parties agree that no such limitation as to remedy set forth above shall apply.

7.0   WARRANTY
7.1   Media Warranty
Licensor warrants that for a period of ninety (90) days from the date of successful installation by GE that the media used to store and deliver Software to GE shall be free from defects in manufacture and material. Should the media fail to be free of defects in manufacture or material during the ninety (90) day warranty period, Licensor shall replace the defective media. Defective media shipped to the Licensor with a shipping date within the 90 day warranty period will be replaced at no charge including shipping.

7.2   Software Warranty
Licensor warrants that Software perform substantially as described in their Documentation. If GE should determine during the warranty period of one hundred eighty (180) days from date of successful installation that the Software fails to perform substantially in such a manner, GE's remedy shall be either (a) replacement of the Software at no charge; or (b) a full refund of all license fees paid by GE for the right to use the program; or (c) a full refund of the most recent software maintenance and support fee for the Software if such failure relates to a Program Upgrade provided pursuant to Licensor's software maintenance obligations. GE will deliver all copies of defective Software with associated Documentation to Licensor to receive replacements or a refund of fees.

7.3   Code Integrity Warranty
Licensor warrants that to the best of its knowledge the Software contains no "computer viruses" or "time bombs" as those terms are commonly understood in the information processing industry. Specifically, Licensor warrants that the Software contains no code or instructions (including any code or instructions provided by third parties) that may be used to access, modify, delete, damage, or disable any computer, associated equipment, computer programs, data files or other electronically stored information operated or maintained by GE. Licensor hereby expressly waives and disclaims any right or remedy it may have at law or in equity to de-install, disable or repossess (except as may otherwise be expressly provided in this Agreement) any Software, in the event GE fails to perform any of its obligations under this Agreement, provided that nothing herein shall be construed as preventing Licensor from incorporating license management capabilities into the

Software intended to ensure that limitations on the number of users or other quantitative restrictions are met, and provided further that Licensor shall not implement such license management capabilities without informing GE.

7.4 Documentation Warranty

Any Documentation furnished as part of Software(s) hereunder will be in form and substance at least equal to comparable materials generally in use in the industry. If at any time such original Documentation is revised or supplemented by additional Documentation, thereupon Licensor shall deliver to GE copies of such revised or additional Documentation at no charge in quantity equivalent to the quantity of such original Documentation then in GE's possession. GE shall have the right to reproduce all Documentation supplied hereunder provided such reproduction shall be solely for the use of GE.

7.5 Year 2000 Compliance Warranty

In addition to any other warranties and representations provided by Licensor to Licensee, whether pursuant to this Agreement, by law, equity, or otherwise, Licensor represents and warrants that (a) any Software and/or software Maintenance and Technical Support Services, as hereinafter defined in Section 15.0, provided by Licensor hereunder, including, without limitation, each item of hardware, software, or firmware; any system, equipment, or products consisting of or containing one or more thereof; and any and all enhancements, upgrades, customizations, modifications, maintenance and the like ("**Software/Support**") shall be Year 2000 Compliant at the time of delivery and at all times thereafter and in all subsequent updates or revisions of any kind, and (b) Licensor's supply of the Software/Support to GE shall not be interrupted, delayed, decreased, or otherwise affected by dates prior to, on, after or spanning January 1, 2000.

For purposes of this Agreement, Year 2000 Compliant means that (1) the Software/Support accurately process, provide and/or receive date data (including without limitation calculating, comparing, and sequencing), within, from, into, and between centuries (including without limitation the twentieth and twenty-first centuries), including leap year calculations, and (2) neither the performance nor the functionality nor your supply to GE of the Software/Support will be affected by dates prior to, on, after, or spanning January 1, 2000.

The design of said Software/Support to ensure compliance with the foregoing warranties and representations shall include, without limitation, date data century recognition, calculations that accommodate same century and multi-century formulae and date values, and date data interface values that reflect the century. In particular, but without limitation, (i) no value for current date will cause any error, interruption, or decreased performance in the operation of such Software/Support, (ii) all manipulations of date-related data (including, but not limited to, calculating, comparing, sequencing, processing, and outputting) will produce correct results for all valid dates, including when used in combination with other products, (iii) date elements in interfaces and data storage will specify the correct century to eliminate date ambiguity without human intervention, including Leap Year calculations, (iv) where any date element is represented without a century, the correct century will be unambiguous for all manipulations involving that element, (v) authorization codes, passwords, and zaps (purge functions) should function normally and in the same manner prior to, on, after and spanning January 1, 2000, including, without limitation, the manner in which they function with respect to expiration dates and CPU serial numbers. No obligation of Licensor under this Agreement shall be excused by reason of the failure of Licensor's Software/Support to be Year 2000 Compliant, nor shall such occurrence(s) be deemed a force majeure event.

If at any time the Software/Support are found, by GE or any other of Licensor's customers, not to be Year 2000 Compliant, then, in addition to any other obligation of Licensor under the law, pursuant to this Agreement, at equity, or otherwise, at no additional charge to GE, Licensor shall, by no later than thirty (30) days after receipt of a report of noncompliance from GE or such other Licensor customer(s), render the Software/Support Year 2000 Compliant, and shall thereafter distribute such corrected version to GE, and, at GE's option, install such corrected version for GE, all free of charge. In doing so, Licensor shall not require GE to make any changes to the Software/Support except to install or have installed any changes provided by Licensor, shall not require or cause to be made any changes to GE's data unless GE in its sole discretion approves such changes, and shall not require or cause to be made any changes to any other product or service that GE uses in its business operations.

In addition to Licensor's obligations as set forth above, Licensor's liability as to the remedy of any deficiencies of this provision shall be to repair or replace the non-conforming Software. Notwithstanding anything herein to the contrary, the liability of Licensor for a breach of Licensor's Year 2000 Compliant representation and warranty shall be limited to an amount not to exceed three (3) times the value of the aggregate license fees paid under this Agreement.

Any statute of limitations that might be applicable to Licensor's Year 2000 Compliant warranty and representation shall not accrue or begin to run until the later of January 1, 2000 or the time when such statute of limitations would otherwise accrue or begin to run, and, with respect to any claim based on any failure of the Software/Support to be Year 2000 Compliant, Licensor shall not assert any defense based on or alleging the passage of time from the Effective Date of this Agreement to January 1, 2000.

7.6   General Representations and Warranties

Licensor represents and warrants that to the best of its knowledge:

    a.   all information that it has submitted heretofore and contemporaneously is true and accurate in every material respect;

    b.   it has the authority, license or permission from any third party owner or security interest holder, to use intellectual property in conjunction with the provision of the Software and/or services under this Agreement;

    c.   it has the requisite personnel, competence, alliances, skill and physical resources necessary to provide the Software and/or services on a global basis as set forth under this Agreement and that it is authorized to act on behalf of and engage various service providers and resellers on its behalf; and

    d.   Software and services delivered or performed shall be in accordance with the highest generally accepted standards of the profession existent at the time the Software and services are delivered or performed.

To offset and partially compensate GE for such loss of efficiency and disruption to its business, the parties agree that if Licensor fails to perform in accordance with this Section 7.6, Licensor will pay to GE as liquidated damages and not as a penalty, an amount equal to 50% of GE's total support fees in accordance with Schedule A during such month. Such liquidated damages shall be payable as cash payments due within forty five (45) days following request thereof. Such liquidated damages will be in addition to and not in place of any other damages to which GE may be entitled under other provisions of this Agreement or applicable law.

7.7   Disclaimer

The remedies set forth herein shall be GE's sole and exclusive remedy in the event of a noncompliance with any of the foregoing warranties. THESE WARRANTIES ARE IN LIEU OF

ALL OTHER WARRANTIES AND CONDITIONS, EXPRESSED OR IMPLIED, AND BROADVISION EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8.0   LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST PROFITS) OR COVER DAMAGES ARISING HEREUNDER, WHETHER OR NOT ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing limitation shall not apply to: i) either party's liability for any infringement of the other party's copyrights, patents or trademarks, or ii) claims arising under the Year 2000 Compliance Warranty set forth in Section 7.5 above which shall be subject to an overall damage cap (i.e. direct and/or indirect) of the aggregate license fees paid by GE hereunder. For purposes of this Section 8.0, license fees owed by GE for unauthorized use, disclosure or distribution of the Software, will be deemed a direct damage.
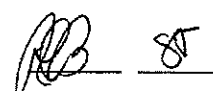
Without limiting the effect of the above, Licensor's liability for damages (including, but not limited to, liability arising out of contract, negligence, unintentional misrepresentation, strict liability in tort, or warranty of any kind) shall not exceed the aggregate value of this Agreement except that this limitation shall not apply to causes arising i) under damages for the Proprietary Rights Indemnification pursuant to Section 6.0 above, or ii) under damages arising under the Year 2000 Compliance Warranty set forth in Section 7.5 above (which overall damages, direct and/or indirect, shall in no event exceed the aggregate license fees paid by GE hereunder), or (iii) under damages arising for bodily injury (including death) and damages to real property and tangible personal property for which Licensor is liable.

9.0   TERM AND TERMINATION OF THIS AGREEMENT

This Agreement shall become effective on the date specified on the first page hereof and shall remain in force for a minimum period of five (5) years and shall remain in effect thereafter until terminated by either party upon ninety (90) days' prior written notice to the other party or until this Agreement is otherwise terminated as provided herein. The obligations of GE regarding protection and security of Software, as set forth in Section 5.0 hereof, shall survive termination of this Agreement for a period of five (5) years.

Either party may terminate this Agreement upon the occurrence of any of the following events of default:

a.   If the other party fails to perform any of the covenants defined herein or fails to carry out or discharge any of its material obligations herein, and fails to correct such failure within a thirty (30) day cure period following written notice specifying such failure by the other party.

b.   If the other party shall have become insolvent or bankrupt, admitted in writing its inability to pay its debts as they mature or taken any action for the purpose of entering into winding-up, dissolution, bankruptcy, reorganization or similar proceedings analogous in purpose or effect thereto, or any such action shall have been instituted against it and such party shall have acceded thereto or such action shall not have been dismissed or stayed within sixty (60) days of the institution thereof, or any order shall have been made by any competent court or any resolution shall have been passed for the appointment of a liquidator or trustee in bankruptcy or such party shall have appointed or suffered to be appointed any receiver or trustee of the whole or any material part of its assets or business or shall have entered into

any composition with its general creditors. In any such event the other party (i.e., the first party specified in this paragraph B of Section 9.0) may terminate this Agreement at any time after such event by giving notice or may suspend or cancel deliveries during the continuation of any such event.

Expiration or termination of this Agreement for any reason other than breach shall not abridge or diminish in any way the rights of GE to use the Software previously licensed or to receive Maintenance or Support Services as provided in this Agreement, and such use of the Software shall continue in perpetuity subject to the applicable terms and provisions of this Agreement. Continuation of optional maintenance or support services for such Software is subject to the applicable terms and provisions of Schedules A, B and C of this Agreement. Upon termination for breach by GE, GE shall promptly destroy or return all copies of the Software to Licensor and shall provide Licensor with written certification that all such copies have been destroyed or returned. GE shall pay Licensor in full all amounts owed to Licensor, within thirty (30) days of termination or expiration of this Agreement.

10.0 LICENSE TERM
The license term for Software under this Agreement is perpetual, subject to any termination rights as set forth herein.

11.0 AMENDING THE LIST OF SOFTWARE AND LIST PRICES
From time to time Licensor may add or delete Software from the list of Software identified in Schedule A and covered by this Agreement. Licensor agrees to provide GE sixty (60) days advance written notice of such changes.

During the term of this Agreement, the list prices as identified on Schedule A of Software(s) will be capped for twenty four (24) months from the Effective Date of this Agreement, however, the list price will be decreased in the event of any general or published decrease during this time. Thereafter throughout the term of this Agreement, the list price may decrease or increase, however in the instance of an increase, the actual price increase shall be based upon the Consumer Price Index ("CPI"). During the term of this Agreement, maintenance fees, which enrollment in maintenance shall be at GE's option on an annual per license basis, shall be calculated on such basis as set forth on Schedule B of this Agreement. In the event that Licensor introduces new products for commercial availability, which suite of products is identified on Schedule A, GE shall have the right to acquire such new products at their published prices discounted by the percentages specified in Schedule A.

12.0 PRODUCT ORDER FORMS FOR SOFTWARE AND SERVICES
From time to time a GE Business may issue Product Order Forms to Licensor for Software. Such Product Order Forms shall specifically reference this Agreement. In the event of a conflict between the provisions of this Agreement and any preprinted terms and conditions stipulated in any Product Order Form, the provisions of this Agreement shall prevail. Additional terms and conditions that are mutually agreed to in a Product Order Form may be added to any Product Order Form. A GE Business shall have the right to make changes to a Product Order Form in writing, but no additional charge will be allowed unless authorized in writing by the GE Business. If such change affects delivery or performance, or the amount to be paid by the GE Business, before Licensor accepts such change, Licensor shall notify the GE Business immediately to negotiate an adjustment in delivery, performance and/or charges to be paid by the GE Business. Licensor shall

not be obliged to honor any changes for which a mutually agreeable adjustment cannot be negotiated.

Licensor shall sell to GE Businesses and GE Businesses shall have the right to purchase from Licensor, during the term of this Agreement licenses for Software identified in Schedule A discounted at the rates and subject to the terms specified in Schedule A hereof.

Licensor agrees that if a GE Business provides, by notice to Licensor, a GE Business purchase order number, Licensor will reference that number on all appropriate invoices for Software provided under this Agreement. A GE Business may change any such purchase order number by notice to Licensor at least thirty (30) days prior to the intended effective date of such change.

13.0 PAYMENT OF INVOICES

Payment terms are net forty five (45) days from the date of receipt of a correct invoice by the GE Business. Overdue payments shall be subject to a finance charge of one and one-half percent (1 1/2%) for each month or fraction thereof that the invoice is overdue, or the highest interest rate permitted by applicable law, whichever is lower.

All invoices will be based on the local currency for which the Software/Support are provided, but will be invoiced in the currency identified by a particular Site in any of its Product Order Forms. The exchange rate shall be that rate as of the invoice date as published in the Wall Street Journal, or, in the event that no such rate is published on the invoice date, then upon publication immediately after the invoice date, or, otherwise, by such other means as mutually agreed upon by the parties.

In the event that GE Business agrees to enroll the Software in Licensor's maintenance and support plan, Licensor shall not increase its maintenance and support fees as listed on Schedule A, including all applicable discounts, that are in effect as of the date of this Agreement. GE may elect to enroll in Support beyond the term of this Agreement.

At GE's request, for Software provided subsequent to the initial order, Licensor shall invoice the GE Business a prorated amount of the Support fee to establish a coterminous Support Anniversary Date, the same as that established in the initial order. Thirty (30) days prior to each annual Support Anniversary Date of the Software, unless terminated in writing thirty (30) days prior to the next Support Anniversary Date, Licensor shall invoice the GE Business the then current charge for the next optional year of Support. The GE Business must pay the invoice to remain enrolled in Support.

14.0 EXPORT CONTROL

GE agrees to comply with applicable export laws and regulations of the United States of America.

15.0 SUPPORT MAINTENANCE AND TECHNICAL SUPPORT SERVICES

A GE Business at their option shall be entitled to, however, not obligated to, enroll in maintenance and support services. Maintenance and support services shall be offered by Licensor during the term of this Agreement and for five (5) years after the expiration or termination of this Agreement, to the extent that BroadVision makes such services generally available for specific Software products, and to the further extent that GE's license to use the Software has not been terminated as

set forth herein.   Software Maintenance and Technical Support Services will be provided by Licensor in accordance with Schedules B and C of this Agreement.

16.0 AUDIT RIGHTS

The parties agree to apply reasonable efforts to minimize reporting requirements in the administration of this Agreement. However, at such times as Licensor may reasonably request on an as needed basis, but not more than once in every twelve (12) consecutive months, Licensor may audit GE's records to ensure that license and other fees have been properly paid in compliance with this Agreement. Any such audit will be conducted during regular business hours at GE's offices and shall not interfere unreasonably with GE's business activities. If an audit reveals that GE has underpaid its total fees by more than five percent (5%), then GE shall pay Licensor's reasonable costs of conducting the audit, in addition to the underpaid amount.

17.0 FORCE MAJEURE

Neither party shall be under any liability for any loss or for any failure to perform any obligation hereunder due to causes beyond its control including without limitation industrial disputes of whatever nature, power loss, telecommunications failure, acts of God, or any other cause beyond its reasonable control.

18.0 ASSIGNMENT

Licensor shall not assign or sublicense its rights under this Agreement to any other person, entity or affiliate without the prior written consent of GE. Consent may be withheld if Licensor wishes to assign to any person, corporation, assocation, joint venture, partnership or other firm GE deems in their reasonable discretion not to be a suitable licensor which for the purposes of this Agreement is any person or entity with which GE has had a material commercial dispute and/or prior incidents which have given rise to GE's reasonable concern about the desirability of doing business with such person or entity in the future. For purposes of this Agreement a merger, consolidation, combination, restructuring, transfer of more than twenty percent (20%) of Licensor's capital stock, or sale or other disposition of all or substantially all of the assets of Licensor to or with any person, corporation, association, joint venture, partnership or other firm shall constitute an assignment hereunder.

GE may assign this Agreement to any subsidiary or affiliate or entity owned or controlled by GE without regard to jurisdiction of incorporation of said subsidiary, affiliate or entity, or as part of the sale of that part of its business which includes the hardware or any substantial portion of its data processing facilities, or pursuant to any merger, consolidation or other reorganization, without Licensor's consent, upon notice to Licensor.

An assignee of either party, if authorized hereunder, shall be deemed to have all of the rights and obligations of the assigning party set forth in this Agreement. It is understood that no assignment shall release the assigning party from any of its obligations.

19.0 GOVERNING LAW

This Agreement shall be interpreted and governed by the laws of the State of New York, United States of America.

20.0 TAXES

In addition to all charges specified in this Agreement, GE shall pay or reimburse Licensor for all federal, state, local or other taxes (exclusive of business privilege, property, or license

taxes, levied on Licensor which are not required by law to be collected from GE and taxes based on Licensor's net income), including but not limited to sales, use or excise taxes, or amounts levied in lieu thereof, based on charges payable under this Agreement or based on the Software or their use or on any services performed hereunder, whether such taxes are now or hereafter imposed under the authority of any federal, state, local or other taxing jurisdiction, provided that GE may in good faith contest any such taxes.

21.0 SEVERABILITY

If any provision of this Agreement is held by decision of a court of competent jurisdiction to be ineffective, unenforceable or illegal for any reason, such decision shall not affect the effectiveness, validity or enforceability of any or all of the remaining provisions hereof, and if any provision of this Agreement is so held to be ineffective, unenforceable, or illegal with respect to any particular circumstances, such provision shall remain in full force and effect in all other circumstances.

22.0 PUBLICITY

As a material obligation of this Agreement, neither party shall use the name of the other in publicity, advertising, or similar activity without the prior written consent of the other. Licensor understands that GE does not contemplate providing any such consent and is under no obligation, express or implied, to provide any such consent, and, in the event that any such consent should be granted for a particular communication, GE shall not be under any further obligation to provide consent in any future request. Both parties to this Agreement agree not to disclose the terms of this Agreement to any third party without the prior written approval of the other, except that GE may disclose this Agreement to an Assignee instituted by GE pursuant to Section 3.4 hereof. GE shall not release the results of any benchmark of the Software, nor of any third party products embedded in the Software, without Licensor's prior written approval.

23.0 AMENDMENT

Any waiver, amendment or modification of any of the provisions of this Agreement, or any right, power or remedy hereunder, shall not be effective unless made in writing and signed by the party against whom enforcement of such waiver, amendment or modification is sought. No failure or delay by either party in exercising any right, power, or remedy with respect to any of its rights hereunder shall operate as a waiver thereof in the future.

24.0 SECURITY

In the event that any Licensor personnel are physically present at a GE location pursuant to this Agreement, any such physical presence shall be subject to GE security requirements.

25.0 NOTICES

Notices will be in writing and will be sent to the address below. Any notice may be delivered personally or by certified mail (or the equivalent), and will be deemed to have been served, if by hand when delivered, if by certified mail 48 hours after mailing.

If to Licensor:
BroadVision, Inc.
585 Broadway
Redwood City, CA 94063
attn: General Counsel

If to GE:
Mark Mastrianni
Manager, Technology
General Electric Company
3135 Easton Turnpike
Fairfield, CT 06431

26.0 ILLEGALITY OR SEVERANCE; HEADINGS

If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this Agreement and the remainder of the provisions in question will not be affected. The headings used in this Agreement are for convenience only and are not intended to change the meanings of the provisions hereof.

27.0 NO PARTNERSHIP

Nothing in this Agreement shall be construed to create a partnership or joint venture between the parties. Nothing herein shall be construed to appoint GE as an agent for Licensor in other arrangement outside of this Agreement.

28.0 DISPUTES; INJUNCTIVE RELIEF

In the event of a dispute, the prevailing party is entitled to recover reasonable attorneys' fees and court costs. Any attempted or actual violation of the terms set forth in this Agreement regarding confidential information or intellectual or proprietary rights is a breach of this Agreement which will cause irreparable harm to the injured party entitling such party to injunctive relief in addition to all other available legal remedies.

29.0 SURVIVAL

Sections 3.0, 4.0, 5.0, 6.0, 7.0, 8.0, 10.0, 15.0, 19.0, 22.0, and 28.0 shall survive the termination of this Agreement for any reason.

30.0 ENTIRE AGREEMENT

This document defines the entire agreement between the parties in connection with the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the parties hereto with respect to the subject matter hereof. Each party acknowledges that it has not been induced to enter into this Agreement by any representations or promises not specifically stated herein. This Agreement may be amended only by a written agreement signed by authorized representatives of both parties.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer or representative.

BROADVISION, INC.   **GENERAL ELECTRIC COMPANY**

By: _____   By: _____

Title: ___CFO_____   Title: __Mgr, Technology_____

Date: ___11/16/99_____   Date: __11/23/99_____

Schedule A

Software Product Overview, Description, and Fees

I. Software Product Overview

BroadVision develops, markets and supports application software solutions for one-to-one relationship management for the extended enterprise. These solutions enable businesses to use the Internet as a platform to conduct commerce, offer online financial services, provide self-service, and deliver targeted information to their customers, suppliers, distributors, employees, and other constituents of their extended enterprises. The BroadVision One-To-One™ product family allows businesses to tailor World Wide Web (the "Web") site content to the needs and interests of individual users by personalizing each visit on a real-time basis. BroadVision One-To-One applications achieve this result by interactively capturing Web site visitor profile information, organizing the enterprise's content, targeting that content to each visitor based on easily constructed business rules, and executing transactions. The benefits of these applications include enhanced customer satisfaction and loyalty, increased business volume, reduced costs to service customers and execute transactions, and enhanced employee productivity.

The licensing for the Software is broken into three primary groupings, 1) development, 2) tools, and 3) deployment.

II. Development and Tool Licenses

There are three options for licensing BroadVision Development and Tool Software, 1) Enterprise Development License, 2) Starter Kits, or 3) a la carte purchases.

Option 1, Enterprise Development License

GE may pay a onetime fee for use of all BroadVision Software Developer Kits and Tools for an unlimited number of developers. This license would be for a term of 18 months. At the end of the 18 months GE would declare the number of Developer Kits and Tools that are in use, to be converted to a perpetual license. Annual Maintenance fees would be applied to the number of licenses converted to perpetual licenses at the negotiated rates.

Enterprise Development License (Option 1)	$1,500,000
Includes unlimited use of BroadVision One-To-One Enterprise Software Development System and One-To-One Web Application Development Systems (Commerce-Retail, Commerce-Business, Knowledge and Finance) and Tools(Command Center, Publishing Center, Instant Publisher) for all GE Businesses.	

For Options 2 and 3 below, when and if $1.5M of Development & Tool license purchases is reached within 18 months of the Effective Date, the license will automatically convert to an enterprise license, allowing unlimited use of Development Systems and tools, for the remainder to the 18 month period or for six months from that date, whichever is longer. For licenses purchased under Option 2 90% of the cost of the Starter Kit($450,000) will be applied as license purchase, with the remaining 10% being services.

Option 2 Starter Kits
BroadVision has bundled a package of BroadVision One-To-One Enterprise Software Development System and One-To-One Web Application Development Systems (Commerce-Retail, Commerce-Business, Knowledge and Finance) as a Starter Kit option. This is designed to provide a robust and flexible development environment for any individual GE Business support for multiple development teams to implement BroadVision applications. The price offered in this option is approximately 60% discount off of list price.

Starter Kit (Option 2)	$500,000
Includes: 10 developers BroadVision One-To-One Enterprise Software Development System and One-To-One Web Application Development Systems (Commerce-Retail, Commerce-Business, Knowledge and Finance). 10 users Design Center, 4 users Command Center, 8 users Publishing Center, 20 users Instant Publisher, List Price: $1,300,000 No requirements for a minimum number of profiles. However, the following additional services shall be granted at no additional charge to GE with each Starter Kit if GE elects to license the following minimum number of profiles. Min. # of Profiles Training Day Credits Consulting Credits 25,000 5 1 week 50,000 10 2 weeks 75,000 15 3 weeks 100,000 20 4 weeks Note: the schedule below in Section III should be referred to for deployment purposes.	

Option 3 a la carte pricing
Each individual BroadVision Development System and tool is offered for purchase at a 30% discount off of then current list price. Current discounted prices are listed below.

A la carte Licenses (Option 3)	
Name	Price
BroadVision One-To-One Enterprise Software Development System	$28,000 per named developer
One-To-One Web Application Development System (Commerce-Retail, Commerce-Business, Knowledge or Finance). Requires purchase of BroadVision One-To-One Enterprise Software Development System. Price is for each Application	$14,000 per named developer

BroadVision Design Center	$2,100 for 5 named users
BroadVision Command Center	$4,200 per named user
BroadVision Publishing Center	$2,1000 per named user
BroadVision Instant Publisher	$210 per named user

III. Deployment Licenses

For all of Development & Tool License options Deployment Licenses will be based on the deployment license table below. License fees are for Operational instances of the Software only and not for Non-Production instances of the Software.

BroadVision Deployment License Perpetual License Fees (in US $)

Maximum Users	Price/ User	License Fee
100,000	$ 3.00	$300,000
500,000	$ 2.00	$1,000,000
1,000,000	$ 1.50	$1,500,000
10,000,000	$ 0.56	$5,600,000
30,000,000	$ 0.27	$8,000,000
50,000,000	$ 0.20	$10,000,000
> 50,000,000	(no add'l charge)	

The deployment prices are perpetual license fees. Profiles can be reused or reassigned. Perpetual license fees are subject to an optional annual software maintenance fee.

GE should order deployment licenses on six-month intervals (June 30 & Dec 30) based upon anticipated need for the following six-month period.

For initial orders, the license fee is the number of users, times the Price/User. For example, the initial order to license up to 500,000 users would be $1,000,000.

For orders that increase the maximum users, prices are incremental, and are based on the resulting price, less license fees already paid. For example, if a customer currently licensed for up to 100,000 users increases the maximum to 1,000,000, the license fee on that order would be ($1,500,000 - $300,000) = $1,200,000

If GE operates multiple profile databases, they are aggregated for purposes of determining GE's total deployment license fee.

License fees for amounts between the breakpoints shown above are derived by interpolating between the totals shown for the breakpoints on either side. For example, the license fee for 4,000,000 users would be $2,866,666 -- calculated by interpolating between $1,500,000 and $5,600,000 (i.e., one-third of the way from 1,000,000 profiled users to 10,000,000 profiled users).

The minimum number of profiles for which an initial purchase is available is 100,000. Additional profile licenses may be purchased in any number.

For numbers of total profiled users in excess of 50,000,000, there is no additional charge.

IV.   Services

Maintenance & Support:

Type	Annual Cost
Basic Maintenance & Support (Program Upgrades not included)	7% of total cumulative license cost
24X7 Maintenance & Support(Program Upgrades not included)	13% of total cumulative license cost
Program Upgrade Support	9% of total cumulative license cost

Maintenance fees on licenses are payable in advance and will renewed on an annual basis. Maintenance on incremental deployment licenses will be billed through the remainder of the year.

Professional Services Rates:

Resource	Rate per Hour
Engagement Manager	$250
Principal Consultant	$250
Senior Consultant	$225
Consultant	$200
Senior Manager (Strategy)	$250
Manager (Strategy)	$200
Executive Producer (Content)	$250
Producer (Content)	$200
Content Developer (Content)	$100 to 150

There is a 5% discount rate applied to these services for a one-month commitment. For a six-month commitment the discount becomes 15%.

GE should order Professional Services in advance on a purchase order. Services will be invoiced as they are used.

VI.   Software

BroadVision Web Applications

BroadVision offers five applications products – *BroadVision One-To-One Enterprise, One-To-One Retail Commerce, One-To-One Business Commerce, One-To-One Financial, and One-To-One Knowledge* – that provide a spectrum of complementary capabilities offering numerous business functions and supporting the needs of companies in different industries. Each of the applications includes the capabilities of *One-To-One Enterprise*. This proposal addresses the functionality to be provided by , *One-To-One Retail Commerce* and *One-To-One Knowledge*.

BroadVision One-To-One Enterprise is the Company's base product, providing the technology platform on top of which the vertical-market One-To-One applications are built. This flexible relationship management system contains cross-industry functionality such as profile and content management; adapters to third-party systems; and matching technologies and algorithms. It utilizes an open, scaleable application architecture for Web session management, secure user authentication and authorization, dynamic and personalized page generation, and transaction handling.

BroadVision One-To-One Enterprise provides the following capabilities designed to meet the needs of companies delivering personalized relationship management on their Web sites:

Profiling – BroadVision One-To-One Enterprise stores and maintains dynamic profiles of Web site visitors. Profile data can be collected from information in existing customer information files, from information provided explicitly by site visitors, and by observation of visitors' behavior on the site. Visitors' session information is saved in a transaction log and can be used to update and enrich the visitors' profiles. Profile information is stored in any of several widely used third-party relational databases.

Content Management – BroadVision One-To-One Enterprise delivers dynamic content to the user in response to their interests and needs. Content items available for display to visitors comprise one of six types: templates (Web page designs and layouts), products, editorials, advertisements, incentives, and discussion groups. Each of these content types has a rich set of attributes that describe its properties and key features. This content is managed within BroadVision One-To-One Enterprise with tools to create, classify, organize, and publish the content.

Highly Personalized Interactions – BroadVision One-To-One Enterprise provides tools for business managers to create and manage "if-then" rules and taxonomy-based matching schemes that determine which content to deliver to Web site visitors and the conditions under which the content should be delivered. The criteria for content selection can include the visitor's demographic or psychographic variables, historical behavior, current session behavior, context information such as date and time, and marketing logic for delivering incentives, promotions, and recommendations. This allows Web sites to personalize product information, editorials, pricing, advertising, coupons, incentives, and promotions for Web site visitors who fit specified profiles or the predetermined criteria as established by the company's business managers.

Simplicity – In an extended enterprise, Web site visitors are casual and varied. They require applications whose use is intuitively obvious and which are personalized for their individual information needs. For example, a brokerage application needs to be sophisticated enough for a professional investor yet also immediately usable by a casual investor. BroadVision One-To-One Enterprise provides the personalized interactions capable of servicing such a broad constituency.

Internationalization – The Company is currently shipping versions of BroadVision One-To-One Enterprise which are capable of supporting the display of content in

Arabic, traditional Chinese, Hebrew, Japanese, Korean, Slovakian, Turkish and all Western European languages. In addition, BroadVision One-To-One Enterprise supports the new European currency, the Euro, including conversions between European Monetary Union currencies and the Euro, with on-screen prices displayed in both the Euro and local currencies.

Open Architecture – BroadVision One-To-One Enterprise uses "open adapters" to enable easy integration with a company's existing infrastructure, with over 60 different third-party system integrators completed to date.

BroadVision One-To-One Retail Commerce is an enterprise-class application solution for the rapid deployment and dynamic personalization of high transaction Internet commerce sites. This extensible and flexible electronic commerce application helps businesses sell more efficiently to their online customers, whether these customers are consumers, businesses or channel partners.

With its advanced, instant personalization capabilities, BroadVision One-To-One Retail Commerce enables fast-moving, high transaction companies to immediately change the products, prices, promotions and other content to better meet user needs – even on a user's first visit to a Web site. Full commerce transaction capabilities include persistent shopping carts, shopping lists, real-time pricing, automatic tax calculation, shipping and handling cost computation, payment processing, order fulfillment and management and more.

BroadVision One-To-One Business Commerce, incorporating and extending the features of the One-To-One Retail Commerce application, offers a comprehensive administrator desktop giving buyers the ability to administer users, groups, and receipts. Sellers have the ability to administer companies, purchase orders, and incoming customer orders. A new contract wizard easily creates customized contracts reflecting appropriate products and pricing through a simple GUI interface. In addition, the product provides for unlimited purchasing lists with unlimited sets of products that can be saved for later purchase. Additional features include configurable order flow, parametric search, persistent requisitions, purchasing lists, quotes and flexible payment options, including support for purchases orders, automated clearing house (ACH) and electronic document interchange (EDI) transactions.

BroadVision One-To-One Financial is an enterprise-class financial services solution that enables banks, brokerages, mutual fund companies, and other financial institutions to rapidly deploy personalized financial services applications that enable customers to access their account information and perform a rich set of secure transactions within and between accounts using the Internet.

BroadVision One-To-One Financial provides customers with a Web site that offers customized interactions that enable financial institutions to differentiate themselves while forging closer relationships with customers. When customers spend more time on a bank's site, the bank has the opportunity to build a more profitable relationship with the customer.

BroadVision One-To-One Knowledge is an enterprise-class application designed to dramatically increase the productivity of corporate knowledge workers, including sales and marketing professionals, channel business partners and executive management.

Optimized for rapid deployment over corporate intranets and extranets, this agent-based application enables individuals and work groups to organize information into flexible, interactive knowledge channels accessible through Web browsers. These interactive channels automate the intelligent

distribution of information for employees and partners on a one-to-one, just-in-time basis throughout an enterprise. BroadVision One-To-One Knowledge provides an immediate solution to the problems faced by enterprises around the world: information accessibility, overload, awareness and high cost.

Key Capabilities of the BroadVision Total End-to-End Solution

The Company designed all of these applications products for use in mission-critical, high-performance environments by customers with demanding architecture, deployment, and maintenance requirements. Some of the key capabilities of the applications include:

- *Broad applicability* – robust functionality to support business-to-business, business-to-consumer, and business-to-employee relationship management, including personalized marketing and communications, selling and commerce transaction handling, and customer self-service.
- *Scalability* – architected for high performance and fast response while supporting large numbers of simultaneous users accessing the system over the public Internet or private intranets or extranets.
- *Open and standard* – object-oriented application code written in C++, Java and JavaScript allows developers and system integrators to use, modify, adapt, or extend the applications to create a rapidly customized product that meets the specific business requirements of a particular corporate customer. Support for the CORBA standard for object-oriented computing permits distribution of the application across multiple processors. This design enables high-volume performance, flexible application deployment, and easy integration with other third party or legacy applications.
- *Transaction processing* – handles a wide-range of commerce and financial services transactions including order pricing and discount/incentive handling, tax computation, shipping and handling charges, payment authorization, credit card charge processing, order tracking, news and stock feeds -- through a combination of built-in functionality and integration with other products.
- *Platform independence* – versions available for multiple operating systems, including Sun Solaris, Microsoft Windows NT, and HP-UX. Databases supported include Oracle, Sybase, Informix, and Microsoft SQL Server.
- *Multi-lingual* – content display available in Arabic, traditional Chinese, Hebrew, Japanese, Korean, Slovakian, Turkish and all Western European languages.

BroadVision One-To-One Tools

BroadVision applications are customized and maintained using tools that are licensed to customers separately from the applications products. Inherent to the functionality of the Company's applications is a set of building blocks comprised of customizable "components," "application templates," and "rule sets" that are instrumental in rapidly building and easily maintaining One-To-One-based applications. A description of the Company's tools products are as follows.
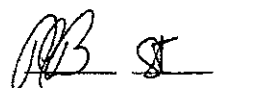
BroadVision One-To-One Design Center. BroadVision One-To-One Design Center, integrated with Macromedia®'s Dreamweaver™ 2, is a PC-based tool that offers Web authors and Internet application developers faster time to market by shortening the development cycle. It also requires fewer specialized skills and reduces overall development and maintenance costs. The BroadVision One-To-One Design Center with Dreamweaver 2 gives the Web author direct access to

BroadVision's powerful personalization and functional components through a series of wizards in the Dreamweaver visual development environment. These wizards generate server-side JavaScript, which is the primary programming language for BroadVision applications. By making simple point and click choices, the Web author can visually construct a complete, dynamic application without having to write HTML or JavaScript. In addition, because the wizards directly access information on the BroadVision development server, the code is generated correctly the first time, without human error. The net result is increased productivity and accuracy.

BroadVision One-To-One Command Center. BroadVision One-To-One Command Center is a PC-based tool that allows non-technical business managers to make rapid changes to the Web site without programmer intervention. With the BroadVision One-To-One Command Center, business managers can define rules incorporating "if-then" relationships to match content to users based on profile information, transaction history, session behavior, and other data. They can also develop business rules that evaluate user information gathered during previous interactions and use it to target products and services during subsequent interactions. Also, business managers can make real-time changes to content and generate management reports that monitor the activity on their Web site, enabling the evaluation of the effectiveness of content and services being offered on the site.

BroadVision One-To-One Publishing Center. BroadVision One-To-One Publishing Center is a Java- and Web-based tool that allows a distributed and remote team of non-technical content experts to collaboratively manage every aspect of site content, including creation, editing, staging, production, and archiving. The BroadVision One-To-One Publishing Center provides personal and shared in-boxes that enable teams of content creators to collaborate in developing content. A programming calendar facilitates staging, scheduling, and coordination of content publishing. This tool provides the ability to preview content prior to publishing, to control access to publishing, and to capture content taxonomy information. It supports content created with HTML editors, Microsoft Office products, and Lotus Domino. An associated tool, the BroadVision One-To-One Instant Publisher, is designed for casual content contributors. It provides simple, personalized publishing forms, so that casual contributors can leverage the functionality of the BroadVision One-To-One Publishing Center without becoming expert users.

Schedule B
Program Upgrades

During the term of this Agreement and for a period of five (5) years after the expiration or termination of this Agreement, provided that GE, at its option, fully pays the applicable annual Software Maintenance and Technical Support fees corresponding to the number of Operational installations of the Software which are not installations of Non-Production copies of the Software, GE shall receive Program Upgrades as defined in Section 1.0 of this Agreement which updates shall include but not be limited to the types of releases of Software defined and described below.

PROGRAM UPGRADE DEFINITIONS AND DESCRIPTIONS

"**Interim Release**" means an interim release version of the Software in which one or more previously identified Errors have been corrected. A new Interim Release typically will be indicated by the addition of one (1) to the third digit of the release number (e.g. v.X.X.2 would be the next Interim Release after v.X.X.1).

"**New Release**" is either a Version Release or Interim Release but does not include a System Release or computer programs that, in Licensor's sole determination, contain substantially new or different functions and/or features relative to the Software.

"**System Release**" means a release of the Software which is designed to operate on designated combinations of computer hardware and operating systems. A new System Release typically will be indicated by the addition of one (1) to the first digit of the release number (e.g. v.2.X.X would be the next System Release after v.1.X.X).

"**Version Release**" means an updated version of the Software with a limited number of new or enhanced functions and/or features. A new Version Release typically will be indicated by the addition of one (1) to the second digit of the release number (e.g. v.X.2.X would be the next Version Release after v.X.1.X).

NEW RELEASES

When Program Upgrades to the Software, as generally described in Schedule A, are available, such Program Upgrades will be made available to GE.   **Upon delivery to GE the Program Upgrades will be considered Software for purposes of this Agreement.**

Such Program Upgrades, if and when available, and in part based upon Licensor's current technology roadmap, which is subject to the confidentiality provisions of Section 5.0 of this Agreement, shall include the following even if the following shall be normally offered as separate products:

- **Additional localizations**
- **Platform support (DB2)**
- **Improved Applications Lifecycle**
  - **New Application DevelopementTools**
  - **Integration with 3rd Party Tools**
  - **Content Management (Improved versioning, staging, publishing)**
  - **Application Management (improved system management, SNMP support)**
  - **Closed Loop Marketing (End-to-end analysis, campaign management)**
- **XML Support**

- - Integration with external content applications (ex. catalogs, orders)
  - Integration with touch-points (ex. VoXML of phone, WML for Wireless)
  - Native support for XML processing
  - Support industry XML standards
  - XML standards reduce cost of integration
- Enhanced Java Support
  - One-To-One V4 can be extended using Java and/or EJBs to develop new business or application services.
  - Ability to develop new components in Java
  - Support for Enterprise Java Beans.
- Broader Support for Industry Standard Platforms

However, to the extent that the foregoing capabilities require Licensor's customers to acquire license to third-party software products at separate expense, GE shall be under the same obligation at its option if such capabilities are desired.

Schedule C
Technical Support Services
Standard of Care

For such periods as GE fully pays the Technical Support fees, as set forth on Schedule A, Licensor will provide Technical Support Services described herein pursuant to the terms and conditions in the Agreement and as stated herein.

GE shall designate one or, with Licensor's prior written approval, more than one Support Contact Person, who shall be responsible for communicating support issues to Licensor. GE agrees to provide Licensor with timely written notification containing all details of software problems necessary for Licensor to diagnose such problems. GE agrees to cooperate fully in providing Licensor with GE's source code, in machine-readable form, and other materials necessary to reproduce a reported software problem. Subject to GE's security requirements, GE agrees to provide Licensor reasonable direct or remote access and test time on GE's Licensor system, for the purpose of diagnosing reported software problems. If Licensor provides on-site services at GE's request in connection with software maintenance, GE shall reimburse Licensor for all travel and other reasonable out-of-pocket expenses incurred with respect to such services.

Licensor shall not be responsible for maintaining Software that fails to comply with its published specifications if such non-compliance is the result of modification of the Software by GE or third parties. If Licensor expends its time on a noncompliance found to be the result of any of the preceding, GE shall pay Licensor for such time at Licensor's then-current hourly consulting rate.

If GE initially declines software maintenance and then subsequently elects to commence maintenance, or if maintenance for an item of Software is discontinued at GE's request and then subsequently renewed, GE shall pay the maintenance fees that would have been due for the period during which maintenance was not provided.
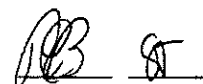
Standard Support
BroadVision Standard Support entitles two identified contacts from the company to raise support during regular support hours (9 a.m. to 6 p.m. local time in U.S., U.K and Asia on normal business days). Standard Support is responsible for the installation of the product and basic usage issues. Standard Support also entitles the contacts to receive fixes for product defects and request enhancements.

Standard Support does not include support for customer-developed code. The customer is expected to attend the appropriate training or contract with a qualified developer, such as the BroadVision WPSO consulting group, to address development and deployment issues of their site. If the customer determines that a product defect has been encountered with BroadVision software in their development, the customer must provide a simple test case to demonstrate, or reproduce, the problem.

Enterprise Support
BroadVision Enterprise Support is developed for customers with mission critical environments. The BroadVision Enterprise Support program gives our customers access to our support experts 24 hours a day, 7 days a week.

The after hours component of this program (from 6 p.m. to 9 a.m. local time) is targeted to maintaining mission critical production systems only. Support is offered only for base BroadVision applications on these systems, not customizations. Any support for development questions must be handled during regular support hours.

Customers on this plan are provided with a number to page a support engineer directly. The commitment to respond to the page is two hours. The support engineer on call will work with customer to determine work to get a down system back up in the shortest time possible. Dial-up access for the support engineer to the customer site is required. In-depth root cause analysis will commence during normal business hours unless otherwise negotiated.

To be eligible for support outside of regular hours, you must be a registered customer of the BroadVision Enterprise Support program. For details on becoming a registered customer, contact your BroadVision representative.

Getting Answers to Technical Questions
BroadVision gives you two easy ways to get answers to your technical questions:

1. **Electronic Support Services**
   BroadVision customers are granted exclusive access to the BroadVision Customer Extranet. By accessing the Support section of the Customer Extranet, the customer can find online access to BroadVision technical support, where comments, questions, or help requests can be logged 24 hours a day. In addition, user forums, technical bulletins, software patches, and release notes are all available. Before logging a new issue, it is always a good idea to go through the technical bulletins and user forums to see if the issue has already been addressed. This may obviate the need to open a case with BroadVision Technical Support.

2. **Technical Support**
   There are three ways of getting access to the BroadVision Technical Support Centers. These centers are staffed with Technical Support Engineers who are ready to answer your company's technical questions about BroadVision products.

Web Based Support
The Web interface is used as the primary method of initiating a new issue report. Issues reported in this manner are often being met with quicker response times. The "Submit a New Ticket" link can be found in the "Support" section under http://www.broadvision.com/login.html. Cases can also be tracked while being resolved by the BroadVision support team.

Email Support
If Web access is unavailable, issue reports can be initiated by emailing bvhelp@broadvision.com. It is extremely helpful to submit a new case in a standard format, so that the Support Engineers can obtain all of the necessary information up front.

Phone Support
Phone access should only be used to initiate high priority issues. The contact numbers to access the BroadVision Support Centers are:

United States: 1-888-TALK-121 (1-888-8255-121) or 1-650-569-4333

then pool all of the necessary resources to resolve the escalated case. Scheduled and periodic updates will also occur. If required, an action team will be formed, including representatives from Support, Development Engineering, Marketing, Sales, and selected customer contacts. The Support Manager will have the option to remove the case from an escalated status once all critical issues have been resolved to the customer's satisfaction.

Unusually important site problems will be considered 'hot sites'. This includes such issues as serious reliability problems or significant performance problems on production systems. To escalate a case, the customer may notify their Support engineer or the Support Manager. A 'hot site' will gain Executive level attention and all necessary resources to resolve the issue as quickly as possible.

A hot site will have a dedicated Support engineer until it is resolved. The customer is expected to provide technical resources, remote access and reproducible cases as necessary. BroadVision will manage a list of issues to be resolved in the escalation to be communicated daily by the assigned Support engineer. Once all the issues are resolved, the escalation to 'hot site' will be closed.

Support Policies

Supported Versions of BroadVision Products
Support entitles the customer support for the current General Customer Release version at all times. The support for a version expires 6 months after a newer version has been generally available. Software is supported as delivered by BroadVision. Any modifications made to the base code may not be supported. Customers will be asked to return to a base configuration, or provide conclusive tests, to demonstrate product defects.

Support entitles the customer to one copy of any software upgrades made available, as a General Customer release for the duration of their support contract. Upon customer request, software will be delivered in the format BroadVision deems appropriate (See the following section, "Bug fixes, Enhancement Requests and Software Updates" for more details.)

BroadVision software is only supported to work with versions of software and hardware as documented in the release notes of each product.

Compatibility policy between Production Releases
BV provides a migration path between the objects, templates, and scripts, components and content that customers have created with a production release of One-To-One to the next production release of One-To-One. Addressing these in turn:

BroadVision Standard objects
If BroadVision changes the tag syntax of BV standard objects, it provides tools and procedures needed to migrate those objects from one release to the next. This provides migration path for templates using BV standard objects.

BroadVision Standard components
If BroadVision changes the signature of BV standard components, it provides tools and procedures to migrate scripts from one release to the next. This provides migration path for scripts using BV standard components.

BroadVision APIs

BroadVision, in general maintains backward compatibility between BroadVision APIs. In cases, where this is not possible or desirable, it provides tools and procedures to migrate the APIs. This provides migration path for custom dynamic objects that use our APIs.

Database

When BV makes the schema changes, it provides migration tools to update older schema and content from one production release of One-To-One to the next.

BV does not guarantee compatibility between Beta and FCS versions of any given release. However, BV will strive to not have major API, tag-syntax or schema changes between Beta and FCS releases.

All suggestions regarding this policy should be addressed to Product Management at bv-pm@broadvision.com.

Support Policy for Third-Party Software Products

BroadVision will assist in installation of certain third party products (applications and database) obtained through BroadVision, based on the support contract between the third party vendor and BroadVision. For other issues, BroadVision will provide front line support for these products. For other products not covered by such a support agreement, including certified Operating Systems, the customer should contact the third party vendor directly.

Provided the vendor claims compatibility, we have no problem with the user trying to run on a non-BroadVision Supported version and we will support it to the extent of trying to answer questions. However we do not promise to make any fixes or changes in order to fix problems with the combination. Also, we will not have the configuration available so we cannot assist in duplicating problems. The user will need to interact directly with the vendors' tech support for any problems. Furthermore, BroadVision does not make any commitments to support these configurations in the future.

Certification Policy for Third-Party Software Products

Broadvision's policy is to certify One-To-One products against the versions of third-party products that are released and available sufficiently in advance of Broadvision's release date to allow for complete testing. This often means that third-party vendors will release new versions of their products prior to the next release of One-To-One. While Broadvision would prefer that customers use the software versions with which One-To-One was tested, we also understand that customers will, for various reasons, want to use these new versions of third-party products.

Broadvision will support customers who use newer versions of third-party products as long as the vendor guarantees forward compatibility. One-To-One products should work on these new versions. By support we mean that we will work with the customer to resolve compatibility problems with the third-party vendor. Broadvision will also consider, at our discretion, developing and releasing minor fixes for our products in order to resolve problems with new versions of third-party products.

Broadvision will usually test and certify these newer versions of third-party products in the next release of One-To-One. This can be a good indicator that the newer versions will work with the current release of One-To-One. In exceptional cases Broadvision may determine that the newer

version of a third-party product can not be used with One-To-One because it fails in some way during the testing cycle. In this case we will continue to certify the older version.

Software Updates for Enhancement Releases
New Enhancement, Feature or Major Version Releases are released by BroadVision every year or so. These contain new features that enable you to stay competitive in your business, as well as quality fixes for software defects identified in previous releases. BroadVision Support Contract entitles you to one Major Version update gratis, if one is produced during your Support Contract duration. To obtain one, please contact your Sales Representative.

BroadVision may also produce Minor Version Releases from time to time. These have less features than a Major Version Release, and are usually targeted at a specific area of the product, e.g. performance enhancements. If a Minor Version is released during your Support Contract period, you are entitled to a copy of the product. Please contact your Sales Representative to obtain the same.

Getting enhancements into an upcoming product release
At the start of each project Product Manager will go through the enhancement list with Support, WPSO and Engineering to determine which should be included in the next release. Enhancement requests can be submitted by customers to BroadVision Product Management by sending them to bv-pm@broadvision.com. Else, you can request Support to open a request under a case number. After opening the enhancement request on behalf of the customer, the Support Engineer will close out the Support case.
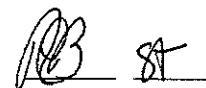
EXHIBIT B

09/30/2005 FRI 11:55 FAX 2604860873 Medical Protective   002/006

SEP-30-2005 07:52 FROM:TOWNEPLACE OF MARRIO 5134698333   TO:12604860873   P:2/3
                                                                                           003/004

MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT

Effective Date _____

This Master Software License and Services Agreement ("Agreement") is entered into on the Effective Date set forth above by and between BroadVision, Inc., a Delaware corporation with its principal place of business at 585 Broadway, Redwood City, CA 94063 ("BroadVision"), and the entity identified and described below ("Customer"). The Agreement consists of this Cover Sheet and the General Terms and Conditions including all applicable Attachments included herewith.

The Medical Protective Company, Inc.
Full legal name of Customer

Notices to Customer as required by this Agreement shall be sent to the following address:

5814 Reed Rd, Fort Wayne, IN 46835
Address of Customer's principal place of business

5814 Reed Rd Fort Wayne IN 46835
Attn: *Tim Wiggins*

Customer hereby accepts the terms of this Agreement and orders the following Software licenses at the indicated license fees, and the other products and services described below and agrees to pay all license fees and other charges upon receipt of invoice. Additional or conflicting terms on Customer's purchase order shall not modify the terms hereon and are not binding unless agreed to by both parties in a written amendment to this Agreement. BroadVision Software is licensed and services are provided in accordance with the attached General Terms and Conditions. Maintenance for BroadVision Software is provided in accordance with Attachment B to the General Terms and Conditions. Pricing is considered to be confidential information between the parties. Until this form is signed by Customer and accepted by BroadVision, the prices on this order are considered to be a quotation which may be revised at any time and which will expire, unless otherwise noted on this form, thirty (30) days after the date shown above. Customer's initial product license and maintenance fees are shown below. Additional products and/or maintenance may be added by executing additional Commercial Terms in the format set forth in Attachment D of the General Terms and Conditions or by submitting a purchase order therefor which is accepted and invoiced by BroadVision.

Summary of Software and Services – See Attachment D For Details	
Products	License Fees
BroadVision Software	REDACTED
Third Party Products	
Services	Fees
Maintenance	REDACTED
TOTAL	

Software is shipped F.O.B. BroadVision. Sales tax, if applicable, is additional and Customer agrees to pay all such charges. All fees are in US Dollars.

Accepted by BroadVision, Inc.

By: _____

Name: ___William E. Meyer___
        Chief Financial Officer

Title: _____

Date: __9/30/05__

Customer accepts the terms of this Agreement:

By: *Tim Wiggins*

Name: *TIM WIGGINS*

Title: *VP of IT*

Date: *9/30/05*

OK BV

GENERAL TERMS AND CONDITIONS

In consideration of the mutual covenants and conditions contained in this Agreement, the parties agree as stated herein. The following attachments are part of the Agreement:

A.   Current Licensing Practices
B.   Maintenance Terms
C.   Professional Service Terms
D.   Commercial Terms

1.   License.
A.   BroadVision hereby grants to Customer a perpetual (unless terminated as set forth herein), nonexclusive, and nontransferable license, subject to the terms and conditions of this Agreement, to use the object code for the Software; no right or license is granted to create derivative works based on the Software. "Software" shall mean the object code for the software programs identified as Software in an Attachment to this Agreement and any Standard Releases (as defined in Attachment B - Software Maintenance, should Customer subscribe to Software Maintenance), together with operating instructions, user manuals, training material, and other documentation supplied by BroadVision to Customer hereunder.
B.   Customer may use the Software in accordance with BroadVision's published licensing practices in force at the time of initial delivery of each Software product. BroadVision's current licensing practices are set forth in Attachment A and apply to the Software set forth in Attachment D. In the event Customer's use of the Software exceeds the number of licenses for which fees have been paid, Customer shall promptly provide BroadVision with written notice and pay the required additional fees.
C.   Except as explicitly set forth in this Agreement, Customer may not: permit other persons or entities to use the Software (except in accordance with Section 1 D), modify, translate, reverse engineer, decompile, disassemble (except to the extent applicable laws specifically prohibit such restriction) or create derivative works based on the Software; copy the Software (except for back-up or archival purposes); lend, lease, or otherwise transfer rights to the Software; use for service bureau/timesharing purposes or for the benefit of third parties; remove any proprietary notices or labels on the Software, use in the nuclear or aircraft industries, or use run-time versions of third-party products embedded in the Software, if any, for any use other than the intended use of the Software.
D.   Customer may permit subcontractors to have access to the Software on a strict need to know basis solely for use with Customer's application; provided, that all such subcontractors must first sign a written agreement requiring them to use the Software in accordance with the terms of this Agreement. Customer accepts responsibility and liability for its subcontractors' use of the Software.
E.   BroadVision also grants to Customer the right to grant nontransferable sublicenses to individuals or entities using BroadVision's tools (BroadVision Command Center, BroadVision Publishing Center, and BroadVision Instant Publisher) Software to edit the contents of Customer's website if Customer licenses such Software hereunder. Customer shall require each sublicensee, before it may use or

install the sublicensed Software, to execute a written license agreement containing, at a minimum, the required provisions specified in Attachment A.   Customer shall indemnify BroadVision for all losses, costs, damages, expenses, and liabilities caused by Customer's failure to comply with the terms of this subsection.

2.   Payment, Prices.
A.   Invoices shall be issued upon delivery of the products or services, unless specified herein to the contrary, and shall be due and payable in United States currency upon receipt by Customer.   Except as provided herein, there shall be no refund, rebate, or credit whatsoever. Customer's right to use the Software is specifically conditioned on Customer's payment to BroadVision of the applicable license fee, no later than forty five (45) days after invoice by BroadVision. Overdue payments shall be subject to a finance charge of one and one-half percent (1 1/2%) for each month or fraction thereof that the invoice is overdue, or the highest interest rate permitted by applicable law, whichever is lower. BroadVision shall also be reimbursed for its reasonable third party collection costs, including attorney's fees, in the event of nonpayment.
B.   Software (including Standard Releases where applicable) will be shipped from BroadVision's facility in Redwood City, California, U.S.A., by commercial air transportation. All risk shall pass to Customer upon delivery by BroadVision to the carrier. In addition, the Customer shall pay the then current transportation and insurance fees. The applicable fees for Software deliveries are set out on the Attachment D - Commercial Terms, or the BroadVision invoice and the applicable fees for Standard Releases are as quoted from time to time on BroadVision's web site.   All documentation is shipped on CD-Rom format. Requests for printed documentation are charged at BroadVision's then current rates as quoted from time to time on BroadVision's web site. Software shall be deemed accepted upon delivery.
C.   The prices stated in BroadVision's quotations or the applicable Attachment D or purchase order are exclusive of any sales, value-added, foreign withholding or other governmental taxes, duties, fees, excises, or tariffs imposed on the production, storage, licensing, sale, transportation, import, export, or use of the Software. Customer shall be responsible for, and if necessary reimburse BroadVision for, all such taxes, duties, fees, excises, or tariffs, except for governmental or local taxes imposed on BroadVision's corporate net income. If and to the extent required by applicable law (including any reduced rate permitted by any applicable tax treaty), Customer may withhold from payments due BroadVision any income tax or similar tax required by governmental authority, provided that Customer makes the payment specifically for the account of BroadVision and furnishes BroadVision with evidence reasonably acceptable to BroadVision that such tax was withheld and paid to the taxing authority for the account of BroadVision. If Customer is tax exempt, Customer shall provide BroadVision with Customer's tax exemption certificate at the time of execution of this Agreement.

GENERAL TERMS AND CONDITIONS

3.   Software Maintenance.
In the event Customer subscribes to Software maintenance, BroadVision will provide such maintenance pursuant to the terms and conditions set forth in Attachment B hereto.

4.   Title to Software.
All right, title and interest in and to the Software shall at all times remain exclusively vested in BroadVision and/or its suppliers, including without limitation all copyrights, patents and the right to apply for patents, trade secrets, moral rights and other intellectual and industrial property rights. Subject to the licenses granted under this Agreement, BroadVision expressly reserves all right, title and interest in and to all compilations, selections, arrangements, portions, extracts, adaptations, and derivatives of the Software, including without limitation all objects, portions of the Software's programming foundation, and inherited characteristics as may be generated through the use of the Software in the creation of application programs.

5.   Warranty.
BroadVision warrants that the Software will conform in all material respects to the written user documentation supplied with the Software when installed and for one hundred eighty (180) days thereafter.   Should a material nonconformity appear within the warranty period, and provided proper notice has been given to BroadVision, BroadVision will, as its sole and exclusive liability to Customer, use due diligence to correct the nonconformity and provide Customer with one copy of any such corrected version of the Software or, if BroadVision is unable to correct such nonconformity within a reasonable period of time, refund all license fees paid to it for the Software. In the event such nonconformity is in a Standard Release delivered pursuant to Section 3 hereof, the refund shall be limited to the most recent software maintenance fee paid for the Software. BroadVision does not warrant that Customer's use of the Software will be uninterrupted or that the operation of the Software will be error–free.   Both parties understand that software has inherent limitations, and Customer must determine that the Software licensed hereunder meets Customer's requirements. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESSED OR IMPLIED,   AND   BROADVISION   EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NONINFRINGEMENT.

6.   Limitation of Liability.
BroadVision's liability to Customer under this Agreement or for any other reason relating to the products and services provided under this Agreement, including claims for contribution or indemnity, shall be limited to the amount paid to BroadVision under this Agreement.   Customer acknowledges and agrees that the limitation of this Section is an essential element of the Agreement between the parties and that in the absence of such limitation the terms set forth in this Agreement would be substantially different. NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY UNDER THIS AGREEMENT, CUSTOMER AGREES THAT IN NO EVENT SHALL BROADVISION BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR LOSS OF USE.

7.   Intellectual Property Rights Indemnity.
BroadVision will defend any action against Customer claiming that the Software constitutes infringement of a duly issued patent existing or issued prior to the initial delivery date of the applicable Software, copyright, trademark, or trade secret. BroadVision shall indemnify Customer for any reasonable expense incurred by Customer in connection with the foregoing. BroadVision's obligations under this section are conditioned upon BroadVision having sole control of any such action, and upon Customer notifying BroadVision immediately in writing of the claim and giving authority, information, and assistance necessary to settle or defend such claim. If the use of the Software infringes or is enjoined, or BroadVision believes it is likely to infringe or be enjoined, BroadVision will either (i) procure for Customer the right to continue use of the licensed Software as furnished; (ii) replace the licensed Software; (iii) modify the licensed Software to make it non-infringing, provided that the Software still substantially conforms to the applicable specifications; or (iv) if BroadVision, after using all commercially reasonable efforts, is unable to accomplish one of the foregoing remedies, terminate the license and refund the license fee for the Software, less a proportional adjustment for the time the Software was used by Customer, equal to the ratio of the time elapsed since the delivery date to five (5) years. The indemnity provided herein shall apply only to the extent that the alleged infringement does not arise from: (a) the use of the Software outside the scope of the license granted hereunder; (b) the use of other than a currently supported, unaltered release of the licensed Software; (c) the use or combination of the licensed Software with non-BroadVision software, data or equipment if such infringement was caused by such use or combination; (d) the use of Software that has been modified or merged with other programs by Customer. The foregoing states BroadVision's sole and exclusive liability for patent, copyright, or other proprietary rights infringement.

8.   Confidentiality of Software and Documents.
A. Customer shall not reproduce, duplicate, copy, sell, or otherwise disclose or disseminate the Software, including operating instructions, user manuals, and training materials, in any medium except as authorized herein. Customer may make copies of the Software, in machine readable form, only as is reasonably necessary for archival and backup purposes. Customer shall treat the Software as Confidential Information pursuant to the requirements of subsection 8.B. below.
B. Neither party shall publish, disseminate or disclose to any other person, firm, organization or corporation, and shall protect against disclosure, the other party's Confidential Information (as hereinafter defined). Each party agrees to use the other party's Confidential Information only in connection with its obligations to be performed under this

GENERAL TERMS AND CONDITIONS

Agreement and shall disclose such information to its employees only on a need to know basis. Confidential Information shall mean a party's business and marketing strategies, including but not limited to employee and customer lists, project plans, design documents, product strategies and pricing data, research, advertising plans, leads and sources of supply, development activities, customer profiles, and other information of such party which by its nature can be reasonably expected to be proprietary and confidential, whether it is presented in oral, printed, written, graphic or photographic or other tangible form (including information received, stored or transmitted electronically).

C.   Confidential Information shall not include any information that is: (i) already in the possession of the receiving party or its subsidiaries; (ii) independently developed by the receiving party or its subsidiaries; (iii) publicly disclosed by the disclosing party; (iv) rightfully received by the receiving party or its subsidiaries from a third party; (v) approved for release by written agreement with the disclosing party; (vi) available by the inspection of products marketed or offered for sale by either party hereto or others in the ordinary course of business; (vii) disclosed pursuant to the requirement or request of a governmental agency or third party to the extent such disclosure is required by operation of law, regulation or court order.

D.   The provisions of this section shall survive the termination of this Agreement for a period of five (5) years.

E.   Customer shall not release the results of any benchmark of the Software, or of any third party products embedded in the Software, without BroadVision's prior written approval.

9.   Audit Rights.

At BroadVision's request, but in no event more than twice annually, Customer shall provide BroadVision with a report detailing its use of the Software. No more than once annually, BroadVision may audit Customer's usage and records to ensure that Customer is using the Software in compliance with this Agreement and to ensure that license and other fees have been properly paid in compliance with this Agreement. Any such audit will be conducted during regular business hours at Customer's offices and shall not interfere unreasonably with Customer's business activities. If an audit reveals that Customer has underpaid its total fees by more than five percent (5%), then Customer shall pay BroadVision's reasonable costs of conducting the audit, in addition to the underpaid amount.

10.   Term/Termination.

This Agreement is effective on the earlier of (i) the date of shipment of the Software or (ii) the Effective Date set forth above, and continues until terminated as provided herein, or by agreement of both parties. Either party may terminate this Agreement upon any material breach of this Agreement by the other party that is not cured within 30 days following written notice thereof. Failure by Customer to pay license fees for Software under the payment terms specified in this Agreement or as stated on BroadVision's invoice for such Software shall be a material breach. Upon termination of this Agreement for Customer's material breach, all licenses granted hereunder terminate and Customer will immediately destroy the Software and all copies in any form. Upon termination for BroadVision's material breach, Customer may continue to use the Software, provided that Sections 1, 2 (to the extent that any amounts are owed to BroadVision as of the termination date), 4, 6, 7, 8, 9, 10, 11 and 12 shall survive the termination of this Agreement, and BroadVision may terminate Customer's use of the Software upon a material breach of any of the surviving sections.

11.   Additional License Terms

A. Government Rights.   BroadVision licenses for ultimate end use by federal government agencies and other federal government customers ("federal government customers") only under the following conditions. Software and technical data rights granted herein include only those rights customarily provided to commercial end use customers of Software as defined in this Agreement and any exhibit hereto. This customary commercial license in technical data and software is provided in accordance with FAR 12.211 (Technical Data) and 12.212 (Computer Software) and, for Department of Defense purchases, DFAR 252.227-7015 (Technical Data - Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). These are the only rights granted hereunder unless a mutually acceptable written agreement specifically conveying such rights must be executed by both parties.

B. Third Party Software Additional Terms.   Certain third party software included with the Software may be subject to additional terms and conditions as set forth in BroadVision's licensing practices, Section 1 of Attachment A hereto. Such additional terms and conditions may include, but may not be limited to, providing that the third party shall be a beneficiary of this Agreement with regard to the license of such third party software.

12.   General.

A. Waiver/Amendment.   No waiver, amendment, or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment, or modification is sought to be enforced. No failure or delay by either party in exercising any right, power or remedy under this Agreement, except as specifically provided herein, shall be deemed as a waiver of any such right, power, or remedy.

B. Assignment.   Either party may assign this Agreement to an entity acquiring substantially all of its assets or merging with it, provided that such assignee agrees in writing to assume all obligations under this Agreement. Except as set forth above, neither party may assign any of its rights or delegate any of its obligations under this Agreement to any party without the express written consent of the other. Any attempted assignment in violation of the foregoing shall be void and of no effect. Subject to the above, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

C. Disputes.   The rights of the parties hereunder shall be governed by the laws of the State of California without

GENERAL TERMS AND CONDITIONS

giving effect to principles of conflicts of laws. Any suits brought hereunder must be brought in the federal or state courts in San Mateo County, California, and Customer submits to the jurisdiction thereof. The parties expressly exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods, if applicable.

D. Injunctive Relief. Customer acknowledges that the Software contains trade secrets, the disclosure of which would cause substantial harm to BroadVision that could not be remedied by the payment of damages alone. Accordingly, BroadVision will be entitled to preliminary and permanent injunctive relief and other equitable relief for any breach of BroadVision's intellectual property rights in the Software.

E. Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect.

F. Export. Software, including technical data, is subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Customer agrees to comply fully with all such laws and regulations of the United States and other countries ("Export Laws") to ensure that neither the Software, technical data, nor any other materials received under this Agreement thereof are (1) exported, directly or indirectly, in violation of Export Laws, either to any countries that are subject to U.S.A export restrictions or to any end user who has been prohibited from participating in the USA export transactions by any federal agency of the USA government, or (2) intended to be used for any purpose prohibited by Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation or foreign government end-users/military or to known military uses.

G. Notice. Any notice, consent, or other communication hereunder shall be in writing, and shall be given personally, by confirmed fax or express delivery to either party at their respective addresses as set forth on the first page of this Agreement or such other address as may be designated by written notice of either party. Notices sent to BroadVision shall be directed to the attention of the BroadVision General Counsel. Notices shall be deemed given when delivered or transmitted, or seven days after deposit in the mail.

H. Independent Contractors. The parties' relationship shall be solely that of independent contractor and nothing contained in this Agreement shall be construed to make either party an agent, partner, joint venturer, or representative of the other for any purpose.

I. Force Majeure. If the performance of this Agreement, or any obligation hereunder, except the making of payments, is prevented, restricted, or interfered with by reason of any act or condition beyond the reasonable control of the affected party, the party so affected will be excused from performance to the extent of such prevention, restriction, or interference.

J. Entire Agreement. This Agreement, including all Attachments hereto, constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof and supersedes all proposals, oral, or written, all previous negotiations, and all other communications between the parties with respect to the subject matter hereof. The terms of this Agreement shall prevail notwithstanding any different, conflicting, or additional terms that may appear in any purchase order or other Customer document. All products and services delivered by BroadVision to Customer are subject to the terms of this Agreement, unless specifically addressed in a separate agreement.

Attachment A to General Terms and Conditions of the
Master Software License and Services Agreement
Special Licensing Requirements

The terms and conditions contained in this Attachment A are subject in all respects to the terms and conditions of the Master Software License and Services Agreement ("Agreement"), except that in the event of a conflict between the terms of this Attachment A and the Agreement, the terms of this Attachment A shall govern.

SECTION 1.

LICENSING PRACTICES
BroadVision's current standard licensing practices effective on the date of shipment of the applicable Software to Customer are supplied under separate cover and incorporated herein as Section 1 of this Attachment A to the Agreement.

Attachment A to General Terms and Conditions of the
Master Software License and Services Agreement

LICENSING PRACTICES

Effective February 18, 2005

A. CPU-BASED LICENSING

Unless explicitly stated otherwise in this attachment, the Software is licensed according to the number of Central Processor Units (CPU(s)).

Every CPU upon which the Software is installed or partially installed, on a single- or multi-processor machine, on a local disk or through a shared fileserver, requires a separate license. If the Software is installed on a multi-processor machine, every CPU within the machine needs a license. If the number of CPUs on which the Software is installed varies over time, the total CPU license fee owed to BroadVision is based on the largest number of CPUs installed at any time during the term of the license. If a CPU has multiple Software products installed on it, each and every Software product installed on it requires a separate CPU license, unless otherwise stated herein.

There are three types of CPU licenses, by usage.
1. *Development* license is for non-production uses, including but not limited to creating or modifying code, creating or modifying processes, creating or modifying user interface, authoring or modifying content, staging, compilation, testing, debugging, quality assurance, and demonstration. A development license cannot be used for conducting meaningful business by end users. A development license may have certain production-grade capabilities disabled through licensing keys. Annual maintenance fees do not cover issues involving production uses.
2. *Deployment* license is for production uses. A machine for both production and non-production use is considered a deployment machine, requiring a deployment license for every CPU within the machine. A fail-over (hot back-up) machine for a deployment machine is considered a deployment machine.
3. *Design* license is narrowly for the Designer tool subset of the product BroadVision Process ™. Annual maintenance fees cover electronic mail support only.

The Software is licensed only for the platform(s) (hardware, operating system, etc.) explicitly specified.

No charge shall be made for copying the Software limited solely for the purpose of back-up storage. The BroadVision copyright notice must be reproduced and included on the back-up storage copy.

Notwithstanding anything to the contrary herein, the Software may be installed on new hardware not exceeding the number of CPUs licensed solely for the purposes of replacing or repairing hardware. There may be a brief, limited time of overlap between the replacement installation and the removal of the old installation without paying an additional license fee, provided however that a diligent effort is made to limit the overlap period of time and that the overlap is solely for the purpose of hardware replacement or repair. In the event the overlapped Software installation is not

diligently removed, additional license fees will be owed to BroadVision.

In a distributed environment, a machine called by the Software or calling the Software is not subject to a per CPU license fee, if the machine does not include any Software installation.

Licenses for different products are not exchangeable. For example, the license for a Portal CPU cannot be used to operate a Commerce CPU.

The following examples are provided for the purpose of clarification only, and are not to be used in any way to limit the requirements for a license and payment of additional CPU license fees for the Software:
* In a shared file system, every device with shared access to the Software is subject to the payment of the per CPU license fee.
* If the Software is installed on a multi-processor computing device, every CPU in that device is subject to the payment of a per CPU license fee.
* A production fail-over machine with the Software in a ready-to-run state is subject to a per CPU deployment license fee.

B. CPU-BASED PRODUCTS

Products in the tables below are under CPU-Based licensing. For Suites, the *Inclsion on SAME CPU* column enumerates members of suites. For the rest, *the Inclusion on SAME CPU column* calls out additional products covered without a separate licensing fee. Inclusions are recursive, if an included product further includes other product(s). All inclusions are allowed for only on the same CPU unless explicitly specified otherwise. If product has a prerequisite requirement, its CPU license is valid only if the prerequisite is also licensed on the same CPU. For a multi-processor machine, every CPU in the machine shall satisfy the prerequisite requirement.

Portal Add-on is relative to *Process* on the same CPU, not for increasing the number CPUs of an existing Portal operation. *Process Add-on* is relative to *Portal* or *Commerce* on the same CPU, not for increasing the number of CPUs of an existing Process operation.

	Products	Inclusions on SAME CPU	Prerequisite on SAME CPU
S U I T E	Portal Agility Suite	Portal, Process Add-on, Content Service	
	Commerce Agility Suite	Commerce, Process Add-on, Content Service, e-Marketing	
	Total Agility Suite	Process, Content Service	

Attachment A Continued

	Products	Inclusions on SAME CPU	Prerequisite on SAME CPU
B A S E	Portal [1]		
	Commerce [1]		
	Process		
A D D - O N	Content Service	BroadVision To Lucene Adaptor	Process
	e-Marketing		Commerce
	Process Add-on		Portal or Commerce
	Portal Add-on		Process
O T H E R S	Process Designer [2]		
	Deployment Center		
	Multi-Touchpoint Service (MTPS)		Portal, Commerce or Enterprise
	Exchange Portlets [3]		Portal, Commerce
	Lotus Portlets [4]		Portal or Commerce
	BroadVision To Lucene Adaptor		Process, Portal or Commerce
	BroadVision To Fast Adaptor		Portal or Commerce
	Enterprise	Command Center [5]	
	Command Center		

Notes:
1. For version 7.1 only, also includes Enterprise, Instant Publisher and Publishing Center, the latter two of which are separate BroadVision products no longer independently licensed.
2. Process Designer is a narrow subset of Process, covering only the Designer tool.
3. The full product name is BroadVision Portlets For Microsoft® Exchange.
4. The full product name is BroadVision Portlets for IBM® Lotus Notes® and Domino™.
5. As an explicitly stated exception to the SAME CPU inclusion rule, the included Command Center may be installed on a CPU different from the including Enterprise CPU, one Command Center CPU for one Enterprise CPU.

C. BROADVISION SEARCH
BroadVision Search is not under regular CPU-Based licensing. It is licensed only within the scope of other BroadVision products, for example, as "BroadVision Search for six (6) BroadVision Portal CPUs and four (4) BroadVision Commerce CPUs". BroadVision Search includes the components in Sections C.1 and C.2.

C.1 FAST Data Search™ For BroadVision®
FAST Data Search For BroadVision is a restricted version of FAST Data Search™ licensed by BroadVision from Fast Search & Transfer International AS ("FAST"). There are three types of FAST Data Search for BroadVision licenses: a Base License, a

Data Capacity Upgrade License, and a Performance Upgrade License.

Restrictions for all types of FAST Data Search for BroadVision licenses:
- FAST Data Search For BroadVision is restricted solely for use with BroadVision Software. Licensee shall form search queries and present search data from BroadVision Software. The original searchable data is required to reside in or be explicitly referenced in a structured BroadVision database. Licensee shall only use the BroadVision built-in Indexer or FAST-provided connectors under a valid license for the feeding of data to FAST. Licensee shall not use the BroadVision Indexer to index data that is not otherwise available for use within the BroadVision environment.
- The following features are not included in Fast Data Search for BroadVision and must be licensed separately and directly from FAST:
  - Crawler
  - File Traverser
  - Database and other connectors
  - XML conversion
  - Real-time Property support
  - Near-real-time indexing
  - Real-time Alert Engine
  - Live Analytics
  - Advanced Linguistics Module
  - Anti-phrasing
  - Lemmatization/thesaurus
  - Business Manager Control Panel
  - Spell check/proper name detection
  - Taxonomy toolkit
  - Taxonomy Index
  - Search engine fault-tolerance
  - Filter engine fault-tolerance
- There is minimally a 15-minute delay between documents being indexed and becoming available for search.
- FAST Data Search for BroadVision incorporates certain component software licensed to FAST by third parties ("Component Software"). Licensee may not: (i) separate, remove or replace the FAST Data Search for BroadVision's Component Software in any way; (ii) use the FAST Data Search for BroadVision's Component Software independently from FAST Data Search for BroadVision; or (iii) use FAST Data Search for BroadVision without the Component Software.
- Certain parts of FAST Data Search for BroadVision may contain software that is provided under a license that allows free distribution ("Open Source Materials"). FAST, BroadVision and/or its suppliers make no claim of ownership of Open Source Materials, and such Open Source Materials are supplied solely in accordance with the license agreements accompanying such software. Notwithstanding the forgoing, the limitations of liability contained herein will apply to use of such Open Source Materials.
- FAST Search & Transfer International AS shall be a third party beneficiary to this Agreement with regards to Licensee's license of FAST Data Search for BroadVision.
- Within thirty (30) days of installation of a Standard Release of FAST Data Search for BroadVision, Licensee shall destroy all previous versions of such Standard Release, howsoever duplicated or archived. Should a third party prohibit FAST from further utilizing or distributing Component Software, FAST may, at its sole discretion, issue a required update of FAST Data

Attachment A Continued

Search for BroadVision. In such event, Licensee must install the required update and destroy all copies of the previous version of the update, however duplicated or archived, within ten (10) days of receipt of the required update.

- BroadVision may audit Licensee more than once annually on Licensee's use and compliance with the license Agreement for FAST Data Search for BroadVision.

Limited Warranty for FAST Data Search for BroadVision:

- For a period of ninety (90) days from the date of delivery of the initial shipment of FAST Data Search for BroadVision, the CD or other media on which FAST Data Search for BroadVision is furnished ("Media") shall be free from defects in materials and workmanship under normal use and service. In the event that such Media is proven to be defective, BroadVision's entire liability and the sole and exclusive remedy shall be replacement of the Media or such part of the Media not meeting this limited warranty, provided that Media is returned or such part of the Media to BroadVision or FAST as may be instructed by BroadVision, with a copy of the dated shipping slip If failure of the Media or any part of the Media has resulted from accident, abuse, or misapplication of FAST Data Search for BroadVision, then BroadVision shall have no obligation to replace the Media or any such part of the Media under this limited warranty.
- For a period of ninety (90) days from the date of delivery of the initial shipment of FAST Data Search t for BroadVision, FAST Data Search for BroadVision will substantially conform to the documentation. If FAST Data Search for BroadVision does not so conform, the sole remedy shall be to have BroadVision modify FAST Data Search for BroadVision so that FAST Data Search for BroadVision substantially conforms to the documentation.
- BroadVision shall have no obligations or other liability with regard to any error or non compliance with the warranties set forth above that is caused, in whole or in part by; (a) modifications or alterations to FAST Data Search for BroadVision; (b) use of FAST Data Search for BroadVision other than as contemplated herein; (c) hardware, software or other products not provided by BroadVision; (d) the negligence or willful misconduct of the licensee; (e) the implementation and installation of FAST Data Search for BroadVision other than in accordance with written instructions furnished by BroadVision; (f) electrical malfunction. Neither BroadVision nor FAST shall have any liability under this Agreement, or otherwise, by reason of content supplied by the licensee, content owners, end users or other third parties.
- FAST Data Search for BroadVision is provided "AS IS", without warranty of any kind, except as stated in this section. The entire risk as to the result and performance of FAST Data Search for BroadVision is assumed by the licensee. Except as stated in this section, BroadVision, FAST, and its licensors and suppliers make no warranties for conditions, express, implied or statutory, with respect to FAST Data Search for BroadVision or the use or operation thereof and specifically disclaim the implied warranties of merchantability or fitness for a particular purpose. The capacity, technical requirements and use of any hardware taken into use by the licensee for installation and use of FAST Data Search for BroadVision shall be at the sole cost, risk and responsibility of the licensee.

Base License:

- Each Base License allows for one copy of FAST Data Search for BroadVision to be installed on a single machine. The

number of CPUs within the machine is not restricted. The licensee may copy FAST Data Search For BroadVision solely for cold back-up or archival purposes.

- Each Base License allows for 10GB of searchable data, the size of which is defined by the size of FIXML index files.
- Each Base License allows for five (5) queries per second (QPS).

Data Capacity Upgrade License:

- A Base License can be extended by a Data Capacity Upgrade License to increase the size of its searchable data in minimum blocks of 10 GB, as measured by the size of FIXML files. A Data Capacity Upgrade does not allow for additional copies of FAST Data Search For BroadVision to be installed.

Performance Upgrade License:

- A Base License can also be extended by a Performance Upgrade License to increase its search performance in minimum blocks of 5 queries per second (QPS).   A Performance Upgrade does not allow for additional copies of FAST Data Search For BroadVision to be installed.

C.2 Restricted BroadVision To FAST Adaptor

Use is limited solely for the purpose of supporting BroadVision Search, and includes as many CPUs as required, and shall not be used to access or operate a separately acquired FAST Data Search which is not part of BroadVision Search.

D. BROADVISION REPORTING (ACTUATE)

BroadVision Reporting is not under regular CPU-Based licensing. Actuate iServer with Page Level Security Option and Actuate e.Analysis are limited Actuate Server Software. Actuate e.Report Designer Professional is limited Actuate Client Software.

- Limited Use License: Actuate Server Software can be used by the licensee or in a hosted services environment solely in conjunction with the contemporaneous use of BroadVision Software and related databases. The Actuate Software shall not be used in a standalone fashion or with software or data not incorporated into or integrated with the BroadVision platform. For example, permitted use would be a situation whereby data from a database was first moved to the BroadVision platform and then Actuate's Software reports against such data or a situation whereby data from a database resides in the same instance of the database as data from the BroadVision platform and then Actuate's Software can report against such data directly. Non-permitted use would be a situation whereby the Actuate Software is reporting directly against data in a database that has not been first moved to the BroadVision platform. The Actuate iServer with Page Level Security Option and Actuate e.Analysis software must be licensed individually.
- In addition, the Actuate Limited Use License does not include the use of "Client Software," identified above as Actuate e.Report Designer Professional, as a multi-user server platform to run, distribute and store reports. The Actuate e.Report Designer Professional client software must be licensed separately.

E. THIRD PARTY PRODUCTS EMBEDDED IN OR SHIPPED WITH BROADVISION

E.1 IONA which is in BroadVision Enterprise

The licensee shall not: 1) execute the software IDL compiler; 2) develop or link programs with the software Libraries independently of BroadVision's libraries or class; or 3) read and

Attachment A Continued

use the software header files independently of BroadVision's interfaces and/or header files. The licensee shall use the IONA software supplied with the BroadVision software for the development of CORBA-based applications for operation in conjunction with the BroadVision software only, excluding any third party software licensee may have licensed from BroadVision, whether as a standalone product or embedded in BroadVision Software.

Licensees may obtain from BroadVision additional Orbix Development license seats, up to a total number of seats not to exceed the total number of One-to-One Development Systems licensed from BroadVision, and, so long as the developed CORBA-based applications are deployed within the BroadVision runtime environment, need not purchase additional IONA runtime licenses. Licensees developing applications and deploying these applications outside of the BroadVision runtime environment or licensees requiring more Orbix Development license seats than the total number of One-to-One Development Systems licensed from BroadVision, however, must acquire additional Standalone IONA development licenses, either from BroadVision or from IONA, and must also purchase additional IONA runtime licenses, available only from IONA.

IONA Technologies, Inc. shall be a third party beneficiary to this Agreement with regards to the licensee's license of the IONA products.

E.2 Java 2 Platform Standard Edition Software Development Kit, supplied by Sun Microsystems, Inc.
- Java Platform Interface. The licensee may not create additional classes, interfaces, or subpackages that are contained in the "java" or "sun" packages or similar as specified by Sun in any class file naming convention. In the event that the licensee creates an additional API(s) which: (i) extends the functionality of a Java Environment; and (ii) is exposed to third party software developers for the purpose of developing additional software which invokes such additional API, the licensee must promptly publish broadly an accurate specification for such API for free use by all developers.
- Trademarks and Logos. the licensee is not authorized to use any Sun Microsystems, Inc. name, trademark or logo. The Licensee acknowledges that Sun Microsystems, Inc. owns the Java trademark and all Java-related trademarks, logos and icons including the Coffee Cup and Duke ("Java Marks") and agrees to : (i) comply with the Java Trademark Guidelines at http://java.sun.com/trademarks.html; (ii) not do anything harmful to or inconsistent with Sun Microsystems, Inc.'s rights in the Java Marks; and (iii) assist Sun in protecting those rights, including assigning to Sun Microsystems, Inc. any rights acquired.

E.3 MKS which is in BroadVision Enterprise Microsoft Windows Platform
MKS, Inc. shall be a third party beneficiary to this Agreement with regards to the licensee's license of the MKS products.

E.4 Rogue Wave which is in BroadVision Enterprise
Licensee's requesting the Rogue Wave header files to develop custom C++ components to extend the BroadVision application must purchase both a development and deployment license directly from Rogue Wave. Once a proof-of-purchase is obtained, the licensee should request the header files directly from

BroadVision Support. If licensees are not extending their C++ development and do not need the Rogue Wave header files or are developing custom Java components, they are not subject to this additional fee and are covered under the Rogue Wave runtime license that ships with BroadVision. licensees should not purchase licenses for the new Rogue Wave product called SourcePro, other than for BroadVision AIX products.

F. RESTRICTIONS, LIMITATIONS AND CONDITIONS
The Software may contain programs that can generate reports detailing the licensee's use of the Software, including the number of CPUs on which the Software is installed. BroadVision may request such report pursuant to any audit rights provision of the Agreement. The Software may require activation, which can send information to BroadVision for the purpose of generating licensing reports. All such reports shall be treated as Confidential Information under this Agreement. The Software may require licensing key(s) to enable its capabilities.

The license granted to the Software does not include undocumented APIs, which are BroadVision trade secrets. Calling such APIs violates the Agreement and BroadVision trade secrets. BroadVision may change or remove undocumented APIs at will and without notice.

The internal implementation of the Software contains BroadVision trade secrets. Using reverse engineering to uncover the internal implementation violates the Agreement and BroadVision trade secrets, except to the extent applicable laws specifically prohibit such restriction. Modifying the internal implementation to change the behavior of the Software violates the Agreement and BroadVision trade secrets.

Certain parts of the Software may contain software that is provided under a license that allows free distribution ("Open Source Materials"). BroadVision and/or its suppliers make no claim of ownership of Open Source Materials, and such Open Source Materials are supplied solely in accordance with the license agreements accompanying such software. Notwithstanding the forgoing, the limitations of liability contained herein will apply to use of such Open Source Materials. Third party software products or modules supplied by BroadVision, if any, may be used solely with the Software. All rights not specifically granted to licensee herein are retained by BroadVision.

BroadVision are trademarks or registered trademarks of BroadVision, Inc. in the United States and other countries.

Other product and company names mentioned herein may be trademarks and/or service marks of their respective owners.

Attachment A to General Terms and Conditions of the Master Software License and Services Agreement Continued

SECTION 2.

REQUIRED   PROVISIONS   OF   AUTHORIZED
SUBLICENSE AGREEMENTS

For BroadVision Command Center, BroadVision Publishing
Center and BroadVision Instant Publisher Products

Each agreement sublicensing the Software entered into
between Customer and Customer's end-users ("End-Users",
"End-User License") shall, at a minimum, state the
following:

a. End-Users shall have the right to duplicate the
    Software only for backup or archival purposes and
    to transfer the Software to a backup computer in the
    event of computer malfunction. End-Users shall
    not make the Software available on any timesharing
    or other rental arrangements. End-Users may not
    transfer their rights under the End-User License
    agreement without BroadVision's permission.
b. End-Users shall not cause or permit the reverse
    engineering, disassembly, or decompilation of the
    Software.
c. Title shall not pass to the End-User.
d. The End-User License agreement shall not include
    warranties, express or implied, made on behalf of
    BroadVision.
e. BroadVision shall not be liable for any damages,
    whether   direct,   indirect,   incidental,   or
    consequential, arising from the use of the Software.
f. At the termination of the End-User License, the
    End-User shall discontinue use and shall destroy or
    return the Software to BroadVision, including all
    archival or other copies.
g. The End-User License shall state that BroadVision
    and applicable BroadVision third party licensors
    are third-party beneficiaries of the End-User
    License.
h. The End-User shall not publish any result of
    benchmark tests run on the Software.
i. The End-User shall comply fully with all relevant
    regulations of the United States Department of
    Commerce   and   with   the   U.S.   Export
    Administration to assure that the Software is not
    exported in violation of the code and regulations.

Attachment B to the General Terms and Conditions of the
Master Software License and Services Agreement
Maintenance Terms

The terms and conditions contained in this Attachment B are subject in all respects to the terms and conditions of the Master Software License and Services Agreement ("Agreement"), except that in the event of a conflict between the terms of this Attachment B and the Agreement, the terms of this Attachment B shall govern.

1. BroadVision maintenance for licensed Software is provided according to the following terms:
    A. At prices to be quoted to Customer maintenance includes (i) telephone and electronic mail support provided during BroadVision's normal working hours, and (ii) standard releases containing improvements or modifications to the Software, where such improvements or modifications are not priced as separate new products or options ("Standard Release").
    B. Software maintenance is provided for any Standard Release until 180 days after shipment of the subsequent Standard Release.
    C. Customer shall designate one or, with BroadVision's prior written approval, more than one Support Contact Person, who will have access to Web-based, e-mail case logging, and telephone support and who shall be responsible for communicating support issues to BroadVision. Customer agrees to provide BroadVision with timely written notification containing all details of Software problems necessary for BroadVision to diagnose such problems. Customer agrees to cooperate fully in providing BroadVision with Customer's source code, in machine-readable form, and other materials necessary to reproduce a reported Software problem. Subject to Customer's security requirements, Customer agrees to provide BroadVision reasonable direct or remote access and test time on Customer's BroadVision system, for the purpose of diagnosing reported Software problems.
    D. Software maintenance may also include any patch releases ("Patch Releases") that BroadVision, in its sole discretion, makes available. Patch Releases are intended to address material deviations between the Software and its published specifications until a Standard Release can be made available. Customer may install Patch Releases at its option.
    E. BroadVision shall not be responsible for maintaining Software that fails to comply with its published specifications if such non-compliance is the result of modification of the Software by Customer or third parties. If BroadVision expends its time on a noncompliance found to be the result of any of the preceding, Customer shall pay BroadVision for such time at BroadVision's then-current hourly consulting rate.

2. Maintenance is provided on a 12-month basis. BroadVision will give Customer approximately sixty (60) days prior notice of the need to renew maintenance for an additional year and the price for such maintenance (which will be based on BroadVision's then current prices for software maintenance). Customer may renew maintenance for such additional year by giving BroadVision its purchase order therefor on or before the beginning of the renewal period. In the event of termination for Customer's breach or Customer's convenience, all outstanding maintenance fees shall be immediately due and payable without notice; in the event of

termination for any other reason, Customer shall be entitled to a refund of maintenance fees already paid, prorated for the unused portion of such fees.

3. Annual Software maintenance fees are due and payable in advance; in all other respects payments are subject to the terms and conditions of the Agreement.

4. If Customer initially declines Software maintenance and then subsequently elects to commence maintenance, or if maintenance for an item of Software is discontinued at Customer's request and then subsequently renewed, Customer shall pay the maintenance fees that would have been due for the period during which maintenance was not provided.

5. Standard Maintenance consists of the following:

STANDARD MAINTENANCE	
Telephone Hotline	Business Hours Monday-Friday
Maximum number of Customer Contacts	1
Exclusive Electronic Access to BroadVision Extranet (for access to customer support for knowledge base and other electronic support tools)	Included
Enhancement Releases	Included
Maintenance Releases	Included
Unlimited Upgrades During the Maintenance Period	Included

The speed of response is determined by the severity of the reported problem. Following are the targeted business hour response times for Standard Maintenance:

Priority 1 (Emergency) 2 Hours	Priority 2 (Critical) 4 Hours	Priority 3 (Normal) 8 Hours	Priority 4 (Low) 16 Hours

All Maintenance customers have access to BroadVision support service and experts Monday to Friday from 9:00 a.m. to 6:00 p.m., local time, excluding national holidays.

* Priority 1 (Emergency) is the highest priority level and is reserved for site-down type failures.
* Priority 2 (Critical) is for serious problems on a site, not causing site failure.
* Priority 3 (Normal) is for general issues on a site, not causing serious problems.
* Priority 4 (Low) is for questions or issues on a site, not requiring immediate action.

Attachment C to the General Terms and Conditions of the
Master Software License and Services Agreement
Professional Services Terms and Conditions

This Attachment C to the General Terms and Conditions is incorporated into the Master Software License and Services Agreement (the "Agreement"). The terms and conditions contained herein are subject in all respects to the terms and conditions of that Agreement, except that in the event of a conflict between the terms of this Attachment C and the Agreement, the terms of this Attachment C shall govern.

1.   Scope of Work; Consideration.
BroadVision will perform such services as set forth in an exhibit to this Attachment C, or in a purchase order prepared by Customer and accepted by BroadVision, or in any other written form agreed to by the parties and signed by their authorized representatives (the "Statement of Work" or "SOW"). Unless otherwise set forth in the Statement of Work, in consideration of BroadVision's performance as herein set forth, Customer agrees to pay BroadVision the actual charges for the services performed and expenses incurred, and Customer will be invoiced once each month for all charges incurred in the previous period(s). The services or other deliverables provided under each Statement of Work shall be deemed accepted on delivery, unless otherwise specified in the Statement of Work. In the event of a conflict between the terms of any Statement of Work and this Attachment C, the terms of the Statement of Work shall govern with respect to the services specified in that Statement of Work.

2.   Limitation of Charges.
No liability shall be incurred by Customer in excess of the amount, if any, set forth in the Statement of Work unless and until such Statement of Work is amended in writing by both parties. Such amount normally includes professional services, but not materials and out-of-pocket expenses reasonably required for contract performance. BroadVision is not required to continue performance beyond the funding limitation set forth therein unless and until Customer shall have notified BroadVision in writing that such funding limitation has been increased and shall have specified in such notice a revised estimated charge. When and to the extent that the funding limitation set forth has been increased, any charges incurred by BroadVision in excess of the funding limitation prior to the increase shall be allowable, due and payable to the same extent as if such charges were incurred after such increase in the estimated charge and funding limitation.

3.   Changes.
Changes shall be made in writing and signed by authorized representatives of Customer and BroadVision. All such changes shall specify the changes ordered, any increases in the estimated charges for performance, adjustment to the schedule of performance, and any changes to other terms and conditions as may be effected thereby.

4.   Title/License.
4.1 BroadVision and Customer understand and agree that Customer may supply Customer site-specific content, ideas or software ("Customer Content") to be incorporated into any code development or deliverables under a Statement of Work between the parties. Customer Content shall include, but shall not be limited to, pre-existing customer software, business rules, data, practices and policies; database definitions; and wording, logos, and other images. Title to such Customer Content will be retained solely by Customer and shall be treated as Confidential Information as defined in Section 8 of the Agreement. Customer

grants to BroadVision or its agents or subcontractors a worldwide, fully paid-up, nonexclusive right and license during the term of the applicable SOW to use, copy, maintain, modify, enhance and create derivative works of the Customer Content for the sole purpose of providing the services pursuant to this Agreement; provided that this license does not give BroadVision the right, and BroadVision is not authorized, to use in any way not specified hereunder or to use or supply or sublicense such Customer Content to third parties.

4.2 BroadVision shall have title to the software, systems design, and documentation arising out of performance or delivery to Customer under a Statement of Work. The parties acknowledge that performance thereunder may result in the development of new concepts, software, methods, techniques, processes, adaptations, and ideas, in addition to BroadVision's prior technology which may be incorporated in BroadVision's performance. The parties agree that the same, with the express exception of any Customer Content contained therein, shall belong to BroadVision exclusively without regard to the origin thereof. With respect to all such software, system design information and documentation delivered to or disclosed to Customer pursuant to the Statement of Work ("Application Software"), BroadVision hereby grants to Customer, as of the time that any such Application Software is disclosed to Customer by or on behalf of BroadVision, a license in respect of the software so disclosed. Unless otherwise agreed to in writing by the parties, each such license shall be a perpetual, irrevocable, non-exclusive, non-transferable, royalty-free license to use the Application Software in conjunction with the Software and for any use of the Software permitted by this Agreement. Application Software is exclusive of BroadVision Software in whole or in part.

4.3 In the event a BroadVision deliverable under an SOW includes Source Code for the Application Software as hereinafter defined, Customer shall have the following limited rights with regard to such Application Software Source Code. ("Source Code" means code in human readable form and related system level documentation including comments and procedural code.)

4.3.1 BroadVision grants to Customer only, and not to any subsidiary, affiliate, or independent contractor of Customer, a revocable, non-exclusive, non-transferable, royalty-free license under copyrights and patents in or reading upon the Application Software which BroadVision owns or has authority to grant licenses of the scope set forth herein to use (but not to sublicense or otherwise reproduce or distribute) and create derivatives of the Application Software in the Source Code format, internally only, solely for enabling the Application Software to operate with BroadVision Software and to reproduce the Application Software and Customer created derivatives thereof solely for the purpose of compiling the Application Software into Object Code. Customer will use the Source Code only at the site designated in the related SOW. Customer shall at all times receive and hold the Source Code as BroadVision confidential information. The Application Software and its Source Code and all copies, in whole or in part, are and shall remain the property of BroadVision. BroadVision retains the royalty-free right to use, copy, modify, sublicense, and distribute the Application Software. In the event that BroadVision, in its sole discretion, determines that the Source Code is not being used by

Attachment C to the General Terms and Conditions of the
Master Software License and Services Agreement
Professional Services Terms and Conditions (Continued)

Customer exclusively for the purposes set forth above, or if Customer is in breach of any of the terms and conditions of this Agreement, BroadVision has the right to immediately terminate this Agreement, and revoke any and all licenses granted hereunder. In such event, Customer agrees to immediately return all copies of the Source Code to BroadVision

4.3.2 Customer owns any improvements that it makes to the Application Software. However, this does not grant Customer any new rights to the underlying software. Derivatives that include code from the Application Software shall be subject to the restrictions set forth herein.

4.4 In the event a BroadVision deliverable under an SOW includes any BroadVision Software, in its entirety or any portion thereof, (hereinafter referred to as "Development Software"), Customer shall have the following limited rights with regard to such Development Software delivered under the SOW:

4.4.1 BroadVision grants to Customer only, and not to any subsidiary, affiliate, or independent contractor of Customer, a revocable, non-exclusive, non-transferable, limited license to use (without any right to sublicense or otherwise reproduce or distribute) the Development Software in conjunction with the Application Software delivered under the SOW solely for use with BroadVision Software. All such use shall be strictly limited to the scope set forth in the related SOW. Customer shall not use the Development Software in any way not explicitly authorized hereunder.

4.4.2 Customer's right to modify the Development Software shall be limited to modifications that: (i) are spelled out in the related SOW, (ii) do not define new processes, (iii) do not significantly change any BroadVision built processes. Examples of allowed modifications are modifying parameters, fine-tuning a step, or adjusting the layout of a form.

4.4.3 Customer's right to use the Development Software shall be limited to the site(s) set forth in the related Statement of Work.

4.4.4 Development Software is neither supported nor upgraded under Customer's maintenance contract with BroadVision. In the event Customer desires fixes, modifications or upgrades for Development Software Customer may negotiate another SOW with BroadVision detailing the extent of any services required.

5.   Non-Solicitation.
During the term of this Agreement, and for a period of one year immediately following the expiration or termination of this Agreement, Customer agrees that it shall not (1) solicit, and/or (2) subsequently make an offer of employment to, and/or (3) hire to perform services of a substantially similar nature, any BroadVision employee or contractor who is or was involved with the efforts under this Agreement, without the express prior written approval of BroadVision. This Section does not apply, and it will not be deemed a violation of this clause, to make an offer of employment to employees or contractors who respond to general solicitations of employment from Customer such as responses to positions offered in newspaper advertisements and career fairs.

6.   Limitation of Liability.
BROADVISION'S LIABILITY TO CUSTOMER UNDER THIS ATTACHMENT C, INCLUDING CLAIMS FOR CONTRIBUTION OR INDEMNITY, SHALL BE LIMITED TO THE AMOUNTS PAID BY CUSTOMER FOR THE SERVICES PROVIDED HEREUNDER.

7.   Disclaimer of Warranty.
THE SERVICES PROVIDED UNDER THIS ATTACHMENT C AND ALL DELIVERABLES INCLUDING BUT NOT LIMITED TO THE APPLICATION SOFTWARE AND THE DEVELOPMENT SOFTWARE ARE OFFERED EXCLUSIVE OF ANY WARRANTY, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, WHETHER EXPRESSED OR IMPLIED.

8.   On-Site Personnel.
The parties acknowledge that it may be necessary for the employees of each to be present at the facilities of the other for extended periods of time. The parties agree to provide the employees of the other with all reasonable facilities and services to assure that their services may be properly performed. Each party will instruct their employees to conform with the internal regulations and procedures of the other party while on such party's premises.

Attachment D to General Terms and Conditions of the
Master Software License and Services Agreement
Commercial Terms

Following are the commercial terms and conditions incorporated into the Master Software License and Services Agreement (the "Agreement") dated the 30th day of September 2005 by and between BroadVision, Inc. ("BroadVision") and Medical Protective Corporation ("Customer"). The terms and conditions contained herein are subject in all respects to the terms and conditions of the Agreement, except that in the event of a conflict between the terms of this Attachment and the Agreement, the terms of this Attachment shall govern. This Attachment shall not be effective until executed by Customer and accepted by an authorized representative of BroadVision.

SOFTWARE

PRODUCT/VERSION	PLATFORM	UNIT COST	DISCOUNT UNIT COST	QUANTITY	EXTENDED PRICE
BROADVISION PORTAL 7.1 CPU SET FOR DEVELOPMENT AND DEPLOYMENT	SOLARIS**			4	
BROADVISION PORTAL 7.1 DEVELOPMENT CPU	SOLARIS**			4	
			TOTAL LICENSED PRODUCT		

MAINTENANCE

PRO-RATED 3 MONTHS STANDARD MAINTENANCE FOR ALL ABOVE SOFTWARE (CHARGED ANNUALLY)*	
TOTAL SOFTWARE AND MAINTENANCE	

* Maintenance fees for coverage from October 1, 2005 to December 31, 2005. Annual maintenance and support fees for Standard Support will be   with first full year for coverage from January 1, 2006 to December 31, 2006.

** Customer has the option to change the platform the Software is installed on to Windows, HP-UX, AIX or Linux, at no additional cost, provided the total number of CPUs for each product (BroadVision Portal CPU set for Development and Deployment and BroadVision Portal Development) does not exceed the 4 CPU licenses purchased hereunder. There may be a brief, limited time of overlap between the replacement installation and the removal of the old installation provided that a diligent effort is made to limit the overlap period of time and that the overlap is solely for the purpose of platform transition. The parties agree that after such transition, the Customer's license rights related to each product on the Solaris platform shall terminate, and that such rights shall transfer, at no additional charge, from the Solaris platform to the Customer's selected platform. After the transition, the customer shall immediately cease use of each product on the Solaris platform and shall return such Solaris platform software to BroadVision..

Marketing In consideration of BroadVision granting to Customer the significant discount off the Software license and services fees stated on this Attachment D, Customer shall reasonably cooperate with BroadVision on publicity and public relations activities. Such cooperation will include the following:
   a) With prior approval of Customer which shall not be unreasonably withheld, Customer shall permit BroadVision to use Customer's name or logo in BroadVision's sales and marketing materials, including business presentations, customer lists, and BroadVision's company website;
   b) Customer shall participate in a minimum of 2 executive level (VP or above) reference calls with prospective BroadVision customers, media and/or industry analysts, at BroadVision's request, during the first 12 months following execution of this Attachment. BroadVision shall provide Customer with reasonable advance notification of such request.

Development Software Licensed Location: North America

Attachment D, Commercial Terms (Continued)

The address set forth above is the sole location where Customer is authorized to install and use the development Software ("Authorized Address") as of the date of execution of this Attachment. License Fees for use of the development Software have been calculated based on the Authorized Address. In the event Customer desires to use the development Software at additional locations or to move any of the development Software to a new location, Customer shall (prior to such use or move) notify BroadVision of the desired additional or new location(s) as additional fees may be due. An amendment to this Attachment must be executed between the parties prior to movement or use of the development Software at any other location. The above address information is further required in order that BroadVision's maintenance support personnel are aware of Customer's development site licensed for use of the development Software under this Agreement. In addition, Customer may be asked from time to time to certify the location of the development Software licensed under this Agreement in accordance with the audit clause contained in the Agreement. In the event the Development Software Licensed Location address is not entered above then the Authorized Address shall be Customer's address as set forth on the first page of the Agreement.

Language
- All products will be provided in English, unless otherwise specifically indicated herein.

Terms and Conditions

- **Maintenance**
  Standard annual maintenance fees are calculated at 18% per year of the net license fee. In the event Customer upgrades to 7X24 maintenance, annual maintenance fees are calculated at 25% per year of the net license fee. All annual software maintenance fees are due and payable in advance.

- **Payment Terms**
  Invoices shall be issued upon delivery of the products and/or services and shall be due and payable in US Dollars upon receipt by Customer. Payment shall be overdue forty five (45) days after the delivery date specified on the invoice. Invoices shall include the then current transportation and insurance fees.

- **Validity of this offer**
  This offer is only valid until 30th day of September 2005.
  All amounts are in US Dollars, excluding any applicable taxes.

- **Sales Tax Exemption / Resale Certificates**

  Pursuant to section 2 of the Agreement, Customer shall pay all sales and use tax resulting from the Agreement. If the Customer is exempt from sales tax please indicate below applicable exemption.

  _____ Direct Payment Exemption (Direct Payment Exemption certificate required)
  _____ Tax exempt entity

  The Direct Payment Certificate must be faxed to BroadVision Accounting Department at (650) 261-5677.

By execution below, each signer certifies that he/she is authorized to accept and execute this Attachment on behalf of his/her company:

Medical Protective Corporation	BroadVision, Inc.:
Signature	Signature
TIM WIGGINS	William E. Meyer
Printed Name	Printed Name Chief Financial Officer
VP OF IT	
Title	Title
9/30/05	9/30/05
Date	Date

OK PM

EXHIBIT C

STATE OF INDIANA
OFFICE OF THE SECRETARY OF STATE
CERTIFICATE OF EXISTENCE

To Whom These Presents Come, Greetings:

I, TODD ROKITA, Secretary of State of Indiana, do hereby certify that I am, by virtue of the laws of the State of Indiana, the custodian of the corporate records, and proper official to execute this certificate.

I further certify that records of this office disclose that

THE MEDICAL PROTECTIVE COMPANY

duly filed the requisite documents to commence business activities under the laws of State of Indiana on December 02, 1909, and was in existence or authorized to transact business in the State of Indiana on March 10, 2008.

I further certify this For-Profit Domestic Corporation has filed its most recent report required by Indiana law with the Secretary of State, or is not yet required to file such report, and that no notice of withdrawal, dissolution or expiration has been filed or taken place.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the State of Indiana, at the city of Indianapolis, this Tenth Day of March, 2008.

TODD ROKITA, Secretary of State

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EXHIBIT D

No. I00228974

STATE OF MISSOURI
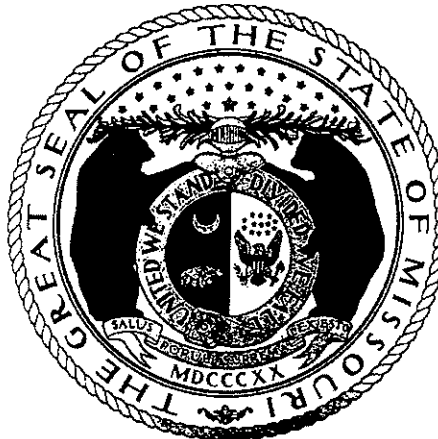
Matt Blunt
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF AMENDMENT

I, MATT BLUNT, Secretary of State of the
State of Missouri, do hereby certify that

EMPLOYERS REINSURANCE CORPORATION

a corporation organized under the Laws of MISSOURI, has
delivered to me and that I have filed its Certificate of
Amendment of its Articles of Incorporation; that said
Corporation has in all respects complied with the
requirements; of law governing the Amendment of Articles of
Incorporation and the said Articles are amended in accordance
therewith.

IN TESTIMONY WHEREOF, I have set my
hand and imprinted the GREAT SEAL of
the State of Missouri, on this, the
1st day of NOVEMBER, 2002.

$35025.00   Secretary of State

SOS #30 (1-01)